

Des Moines Area Community College

**Open SPACE @ DMACC**

---

Board of Directors Meeting Minutes

---

5-11-2020

**Board of Directors Meeting Minutes (May 11, 2020)**

DMACC

Follow this and additional works at: <https://openspace.dmacc.edu/boardminutes>

---

Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
May 11, 2020 – 4:00 p.m.

Electronic Meeting

*Revised Agenda*

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Consent Items.
  - a. Consideration of minutes from April 13, 2020 Public Hearing and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
6. Board Report 20-024. Receive and file President's recommendations for termination or reduction of continuing contracts under Iowa Code Chapter 279.
7. Board Report 20-025. Consideration of President's recommendations for termination or reduction of continuing contracts under Iowa Code Chapter 279.
8. Board Report 20-026. A resolution approving the form and content and execution and delivery of a Training or Retraining Agreement under **Chapter 260F**, Code of Iowa, for **Spindustry Systems, Inc. dba Spindustry.**
9. Board Report 20-027. A resolution approving the form and content and execution and delivery of a Training or Retraining Agreement under **Chapter 260F**, Code of Iowa, for **Bayer Crop Science.**
10. Board Report 20-028. Carroll Campus Addition/Renovation.
11. Presentation of financial report.

12. President's report.
13. Campus updates.
14. Committee reports.
15. Board members' reports.
16. Information items:
  - May 25 – Memorial Day Holiday – All campuses closed.
  - June 8 – Board Meeting, Urban Campus; 4:00 p.m.
  - June 25 – DMACC Foundation CEO Golf Invitational
  - July 22-24 – IACCT Conference hosted by Western Iowa Tech Community College
17. *Closed Session.*
18. *Return to Open Session.*
19. *Boord Report 20-029. A resolution approving the form and content and execution and delivery of a Redevelopment Agreement between Legacy Plaza, LLC and Des Moines Area Community College.*
20. Adjourn.

**Board of Directors  
Des Moines Area Community College**

REGULAR BOARD MEETING May 11, 2020	The regular meeting of the Des Moines Area Community College Board of Directors was held electronically due to COVID-19 restrictions on May 11, 2020. Board Chair Joe Pugel called the meeting to order at 4:01 p.m.
ROLL CALL	<p>Members connected electronically: Fred Buie, Felix Gallagher, Fred Greiner, Kevin Halterman, Jim Knott, Cheryl Langston, Denny Presnall, Joe Pugel, Madelyn Tursi.</p> <p>Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer; faculty and staff.</p>
CONSIDERATION OF AGENDA	Tursi moved; seconded by Greiner to approve the tentative agenda as presented. Motion passed unanimously. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.
PUBLIC COMMENTS	None.
CONSENT ITEMS	<p>Buie moved; seconded by Halterman to approve the consent items: a) Minutes from the April 13, 2020 Public Hearing and Regular Board Meeting; b) Human Resources Report and Addendum (Attachment #1); and c) Payables (Attachment #2).</p> <p>Motion passed unanimously. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>
RECEIVE AND FILE RECOMMENDATIONS FOR TERMINATION OR REDUCTION OF CONTINUING CONTRACTS UNDER IOWA CODE 279	<p><u>Board Report 20-024.</u> Tursi moved; seconded by Knott recommending that the Board receive and file the President's recommendations for termination of nine specially funded faculty members.</p> <p>Motion passed unanimously. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>
APPROVE TERMINATION OR REDUCTION OF CONTINUING CONTRACTS UNDER IOWA CODE CHAPTER 279	<p><u>Board Report 20-025.</u> Tursi moved; seconded by Gallagher recommending that the Board of Directors terminate the teachers' contracts of Jessica Frederickson, Danielle Halbrook, Marsha Kidd, James Moon, Denise Myers, Richard Rusch, Danielle Shirley and Abigail Zegers effective June 30, 2020 and that the Board of Directors terminate the teacher's contract of April Garrison effective May 8, 2020.</p> <p>Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>
TRAINING OR RETRAINING AGREEMENTS	Greiner moved; seconded by Presnall recommending that the Board approve Items 8-9 as one consent item.

Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

*Spindustry Systems, Inc.  
dba Spindustry*

Board Report 20-026. Attachment #3. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Spindustry Systems, Inc. dba Spindustry**.

*Bayer Crop Science*

Board Report 20-027. Attachment #4. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Bayer Crop Science**.

CARROLL CAMPUS  
ADDITION/RENOVATION

Board Report 20-028. Attachment #5. Tursi moved; seconded by Knott recommending that the Board adopt a resolution adopting the proposed plans and specifications and form of contract and estimated costs for the Carroll Campus Addition/Renovation, setting the Public Hearing date as June 8, 2020 at 4:00 p.m. and setting June 2, 2020 at 2:00 p.m. as the date for receipt of bids.

Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

FINANCIAL REPORT

Controller Ben Voaklander presented the April 2020 financial report as shown in Attachment #6 to these minutes.

PRESIDENT'S REPORT

The following staff presented overviews of recent activities at the College related to COVID-19 and the CARES Act: MD Isley, Ned Miller and Jenifer Owenson.

CAMPUS UPDATES

The following staff provided updates on activities and events at their campus/department: Shelli Allen, Joe DeHart, Anne Howsare-Boyens, MD Isley, Joel Lundstrom, Drew Nelson, and Tony Paustian.

COMMITTEE REPORTS

Board President Joe Pugel reported that the President's Review Committee has started their evaluation process and that the Committee will meet later today.

CLOSED SESSION

Halterman moved; seconded by Langston that the Board of Directors hold a closed session as provided in Section 21.5(j) of the Open Meetings Law, to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

RETURN TO OPEN SESSION

The Board returned to Open Session at 5:03 p.m.

REDEVELOPMENT  
AGREEMENT BETWEEN  
LEGACY PLAZA, LLC AND  
DES MOINES AREA  
COMMUNITY COLLEGE

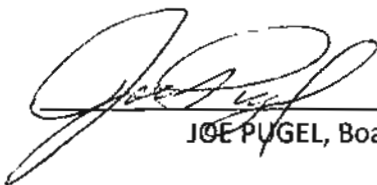
Board Report 20-029. Attachment #7. Langston moved; seconded by Halterman recommending that the Board approve the resolution approving the form and content and execution and delivery of a Redevelopment Agreement between Legacy Plaza, LLC and Des Moines Area Community College.

Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

ADJOURN

Halterman moved; seconded by Tursi to adjourn. Motion passed unanimously and at 5:17 p.m. Board Chair Joe Pugel adjourned the meeting. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

  
\_\_\_\_\_  
CAROLYN FARLOW, Board Secretary

  
\_\_\_\_\_  
JOE PUGEL, Board Chair

**AGENDA ITEM** Human Resources Report

**BACKGROUND**

**I. New Employee**

**New Position**

- 1. Martinez Velazquez, Edwin**  
Instructor, Computer Science  
Carroll Campus  
Annual Salary: \$54,989  
Effective: August 21, 2020  
Continuing Contract

**Replacement Position**

- 2. Walker, Derrick**  
Instructor, Welding  
Ankeny Campus  
Annual Salary: \$53,407  
Effective: June 30, 2020  
Continuing Contract
- 3. Langager, Aimee**  
Instructor, Speech and English  
Urban Campus  
Annual Salary: \$50,241  
Effective: August 21, 2020  
Continuing Contract

**II. Resignation**

- 1. Bhattacharyya, Lanesa**  
Instructor, Nurse Aide  
Ankeny Campus  
Effective: June 30, 2020

**III. Deceased**

- 1. Rice, Lauren**  
Instructor, English  
Newton Campus  
Effective: April 3, 2020

**RECOMMENDATION**

It is moved that the Board accepts the President's recommendation as to the above personnel actions.

**ADDENDUM**

Human Resources Report - Addendum

**BACKGROUND**

**I. New Employee**

**Replacement Position**

**1. Gonzalez, Valerie**

Instructor, Spanish and English Language Learners  
Urban Campus  
Annual Salary: \$68,443 (FY20 salary)  
Effective: August 21, 2020  
Continuing Contract

**2. Lueth, Julie**

Instructor, Career Work Experience  
Carroll Campus  
Annual Salary: \$58,155 (FY20 salary)  
Effective: August 21, 2020  
Continuing Contract

**RECOMMENDATION**

It is moved that the Board accept the President's recommendation as to the above personnel actions.



Report: FWRR040  
Date: 04/30/2020  
Time: 08:04 AM

Des Moines Area Comm College  
List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Virtual Communication	657048	\$2,552.56	\$2,552.56	6265	Non Tort Equip Maint	Software Service Agr
Airgas North Central	657051	\$3,978.30	\$681.12	6322	Welding	Materials & Supplies
			\$11.10	1550	Office of Controller	Prepaid Expenses
			\$2,257.15	6460	Equipment Replacemen	Other Materials and
			\$1,028.93	6060	Southridge Credit Op	Maintenance/Repair o
All Makes Office Interior	657052	\$11,748.28	\$3,867.39	6322	Story County Academy	Materials & Supplies
			\$4,654.11	6322	Equip Replacement Sc	Materials & Supplies
			\$213.84	6323	Equip Replacement Co	Minor Equipment
			\$3,012.94	6323	Equip Replacement En	Minor Equipment
Alliant Energy	657053	\$3,183.01	\$2,777.52	6190	Plant Operations, Pe	Utilities
			\$405.49	6190	Building Rental for	Utilities
Amazon Web Services Inc	657054	\$18,925.00	\$18,925.00	6015	Workforce Developmen	Consultant's Fees
Baker Group Corp.	657061	\$55,098.31	\$7,282.54	6269	Baker Group #3 260E	Other Company Servic
			\$9,800.24	6269	Baker Group #3 260E	Other Company Servic
			\$880.00	6269	Baker Group #3 260E	Other Company Servic
			\$7,350.71	6269	Baker Group #3 260E	Other Company Servic
			\$134.45	6269	Baker Group #3 260E	Other Company Servic
			\$1,039.70	6269	Baker Group #3 260E	Other Company Servic
			\$995.00	6269	Baker Group #3 260E	Other Company Servic
			\$6,238.22	6269	Baker Group #3 260E	Other Company Servic
			\$3,718.03	6269	Baker Group #3 260E	Other Company Servic
			\$2,100.00	6269	Baker Group #3 260E	Other Company Servic
			\$638.00	6269	Baker Group #3 260E	Other Company Servic
			\$7,417.95	6269	Baker Group #3 260E	Other Company Servic
			\$7,503.47	6269	Baker Group #3 260E	Other Company Servic
Beissers Inc	657064	\$9,166.49	\$7,990.49	6378	Criminal Justice Tra	Materials/Supplies f

#2

Report: FWRR040  
Date: 04/30/2020  
Time: 08:04 AM

Des Moines Area Comm College  
List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 2

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Beissers Inc	657064	\$9,166.49	\$1,176.00	6378	Criminal Justice Tra	Materials/Supplies f
Campus Town Apartments	657068	\$10,150.00	\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
CenturyLink	657071	\$2,992.16	\$2,992.16	6150	Campus Communication	Communications
City of Ankeny	657074	\$12,272.42	\$1,820.70	6190	Utilities	Utilities
			\$47.99	6190	Utilities	Utilities
			\$148.33	6190	Utilities	Utilities
			\$4,860.12	6190	Utilities	Utilities
			\$19.21	6190	Utilities	Utilities
			\$274.06	6190	Utilities	Utilities
			\$35.06	6190	Utilities	Utilities
			\$821.42	6190	Physical Plant Opera	Utilities
			\$424.10	6190	Utilities	Utilities
			\$148.33	6190	Utilities	Utilities
			\$109.30	6190	Utilities	Utilities
			\$631.17	6190	Utilities	Utilities
			\$30.36	6190	Utilities	Utilities
			\$74.05	6190	Utilities	Utilities
			\$2,438.02	6190	Trail Point-Facility	Utilities
			\$97.55	6190	Utilities	Utilities
			\$85.80	6190	Utilities	Utilities
			\$85.80	6190	Utilities	Utilities
			\$121.05	6190	Utilities	Utilities

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Collaborative Leadership	657076	\$18,200.00	\$18,200.00	6015	Workforce Developmen	Consultant's Fees
Cornerstone Government Af	657079	\$3,500.00	\$3,500.00	6110	Goldman Sachs-Presid	Information Svcs/Pub
E Group	657087	\$5,248.14	\$2,014.37	6322	Iowa FCCLA	Materials & Supplies
			\$826.54	6240	Iowa HOSA - Fiscal A	Group Meeting/Worksh
			\$1,888.62	6322	Iowa FCCLA	Materials & Supplies
			\$518.61	6322	Iowa FCCLA	Materials & Supplies
Hallgren, Elizabeth F.	657098	\$3,467.30	\$3,467.30	6019	Goldman Sachs-10,000	Prof Svcs-Individual
HP Inc	657105	\$19,839.00	\$8,940.00	6323	Testing Center Remod	Minor Equipment
			\$10,744.00	6323	Office of VP, Info S	Minor Equipment
			\$155.00	6322	Equip Replacement Sc	Materials & Supplies
IMEG Corp	657107	\$18,125.00	\$18,125.00	6015	Carroll Welding Buil	Consultant's Fees
IP Pathways	657110	\$3,960.00	\$3,960.00	6269	Technical Update Equ	Other Company Servic
Kelly Services Inc	657114	\$3,199.70	\$1,350.00	6269	United Way-Evelyn Da	Other Company Servic
			\$1,849.70	6269	United Way-Evelyn Da	Other Company Servic
Marco Inc	657128	\$32,753.27	\$9,772.21	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$22,981.06	6322	WLAN Support	Materials & Supplies
MidAmerican Energy Co	657131	\$4,778.88	\$499.00	6190	Plant Operations - S	Utilities
			\$850.04	6190	Plant Operations - S	Utilities
			\$3,100.48	6190	Plant Operations - S	Utilities
			\$329.36	6190	Building Rental for	Utilities
MidAmerican Energy Co	657132	\$17,058.88	\$17,058.88	6190	Criminal Justice Tra	Utilities

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 4

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Miller Construction	657135	\$18,600.00	\$6,200.00	6220	Transportation	Rental of Equipment
			\$6,200.00	6220	Grounds	Rental of Equipment
			\$6,200.00	6220	Transportation	Rental of Equipment
Navigate Wellness LLC	657140	\$37,957.36	\$8,846.40	6269	Live Healthy Ameri #	Other Company Servic
			\$6,344.80	6269	Live Healthy Ameri #	Other Company Servic
			\$3,172.80	6269	Live Healthy Ameri #	Other Company Servic
			\$2,922.24	6269	Live Healthy Ameri #	Other Company Servic
			\$3,057.60	6269	Live Healthy Ameri #	Other Company Servic
			\$3,537.92	6269	Live Healthy Ameri #	Other Company Servic
			\$4,422.40	6269	Live Healthy Ameri #	Other Company Servic
			\$2,595.60	6269	Live Healthy Ameri #	Other Company Servic
			\$3,057.60	6269	Live Healthy Ameri #	Other Company Servic
Payless Office Products	657147	\$3,580.00	\$42.26	6322	Office of Dean, Indu	Materials & Supplies
			\$39.23	6322	Transportation Insti	Materials & Supplies
			\$106.42	6322	Office of Dean, Heal	Materials & Supplies
			\$179.94	6322	Associates Degree Nu	Materials & Supplies
			\$27.99	6322	Student Records/Serv	Materials & Supplies
			\$29.58	6322	Recruiting	Materials & Supplies
			\$141.84	6322	Office of Dir, Finan	Materials & Supplies
			\$545.58	6322	Office of Dir, Stude	Materials & Supplies
			\$205.55	6322	Office of Exec Dean,	Materials & Supplies
			\$10.70	6322	Library	Materials & Supplies
			\$9.71	6322	Associate Dean, Urba	Materials & Supplies
			\$112.05	6322	Student Services	Materials & Supplies
			\$81.63	6322	Board of Directors	Materials & Supplies
			\$13.24	6322	Office of the Dir, P	Materials & Supplies
			\$90.27	6322	Office of Controller	Materials & Supplies
			\$269.98	6322	Office of Dir, Marke	Materials & Supplies
			\$28.78	6322	Special Needs	Materials & Supplies

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 5

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Payless Office Products	657147	\$3,580.00	\$192.88	6322	Information Systems	Materials & Supplies
			\$4.42	6322	Judicial Office	Materials & Supplies
			\$71.04	6322	Office Exec Dir, Ins	Materials & Supplies
			\$158.20	6322	Perry Operations	Materials & Supplies
			\$316.67	6322	AEFLA-ABE Level 1 00	Materials & Supplies
			\$9.21	6322	Ankeny Testing Cente	Materials & Supplies
			\$12.23	6322	Testing Center Urban	Materials & Supplies
			\$83.54	6322	Conference Center/Sp	Materials & Supplies
			\$48.66	6322	Southridge Credit Op	Materials & Supplies
			\$21.87	6322	Continuing Ed, Manuf	Materials & Supplies
			\$28.53	6322	Dean, Math and Scien	Materials & Supplies
			\$146.13	6322	Office of Dean, Scie	Materials & Supplies
			\$37.68	6322	Organization & Opera	Materials & Supplies
			\$16.02	6322	Academic Development	Materials & Supplies
			\$24.91	6322	WLAN Support	Materials & Supplies
			\$59.29	6322	Ankeny Career Academ	Materials & Supplies
			-\$867.50	6322	Civil Engineering Te	Materials & Supplies
			\$867.50	6322	Civil Engineering Te	Materials & Supplies
			\$266.51	6322	Trail Point-Facility	Materials & Supplies
			\$76.43	6322	Vice President, Enro	Materials & Supplies
			\$71.03	6322	Graduation	Materials & Supplies
Premier Staffing Inc	657154	\$5,137.78	\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
			\$2,950.58	6269	United Way-Evelyn Da	Other Company Servic
Renaissace Executive Foru	657158	\$5,025.00	\$5,025.00	6015	Softskills Training	Consultant's Fees
Securitas Security Servic	657162	\$62,876.65	\$3,128.05	6261	Non Tort Security In	Contracted Security
			\$1,498.77	6261	Office of Exec Dean,	Contracted Security
			\$2,669.99	6261	Non Tort Security In	Contracted Security

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 6

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	657162	\$62,876.65	\$31,132.11	6261	Non Tort Security In	Contracted Security
			\$537.68	6261	Non Tort Security In	Contracted Security
			\$23,910.05	6261	Non Tort Security In	Contracted Security
State of Iowa Department	657168	\$7,065.00	\$7,065.00	6269	Continuing Ed, 2 Day	Other Company Servic
Templeton Rye Spirits LLC	657175	\$67,671.80	\$1,896.67	6269	Templeton Rye #1 260	Other Company Servic
			\$125.00	6269	Templeton Rye #1 260	Other Company Servic
			\$2,714.51	6269	Templeton Rye #1 260	Other Company Servic
			\$10,687.50	6269	Templeton Rye #1 260	Other Company Servic
			\$8,625.00	6269	Templeton Rye #1 260	Other Company Servic
			\$10,750.00	6269	Templeton Rye #1 260	Other Company Servic
			\$12,062.50	6269	Templeton Rye #1 260	Other Company Servic
			\$2,942.50	6269	Templeton Rye #1 260	Other Company Servic
			\$13,000.00	6269	Templeton Rye #1 260	Other Company Servic
			\$1,877.73	6269	Templeton Rye #1 260	Other Company Servic
			\$1,346.88	6269	Templeton Rye #1 260	Other Company Servic
			\$1,643.51	6269	Templeton Rye #1 260	Other Company Servic
The Stelter Company	657177	\$6,038.82	\$6,038.82	6269	Office of Exec Dir,	Other Company Servic
Triple Bottom Consulting	657181	\$2,657.75	\$2,657.75	6269	Goldman Sachs-10,000	Other Company Servic
Vertex Software	657190	\$8,899.68	\$2,394.50	6269	Vertex Software #1 2	Other Company Servic
			\$3,125.00	6269	Vertex Software #1 2	Other Company Servic
			\$3,380.18	6269	Vertex Software #1 2	Other Company Servic
Webspec Design	657191	\$4,905.15	\$4,905.15	6269	Webspec Design #1 26	Other Company Servic
Wex Bank	657194	\$6,507.32	\$41.33	6420	Economic Development	Vehicle Materials an
			\$322.86	6420	Auto Service	Vehicle Materials an

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 7

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Wex Bank	657194	\$6,507.32	\$65.74	6420	Office of the Dir, P	Vehicle Materials an
			\$628.90	6420	Ankeny Career Academ	Vehicle Materials an
			\$943.98	6420	Grounds	Vehicle Materials an
			\$435.77	6420	Non Tort Security In	Vehicle Materials an
			\$944.57	6420	Mechanical Mainten	Vehicle Materials an
			\$138.88	6420	Physical Plant Opera	Vehicle Materials an
			\$59.30	6420	Physical Plant Opera	Vehicle Materials an
			\$194.24	6420	Physical Plant Opera	Vehicle Materials an
			\$85.92	6420	WLAN Support	Vehicle Materials an
			\$24.35	6420	Office of Dir, Marke	Vehicle Materials an
			\$2,115.11	6420	Vehicle Pool	Vehicle Materials an
			\$33.37	6420	Paramedic Specialist	Vehicle Materials an
			\$473.00	6420	Non Tort Security In	Vehicle Materials an
Workman, William S.	657196	\$3,500.00	\$3,500.00	6019	WTED-Information Tec	Prof Svcs-Individual
Workspace Inc	657197	\$10,563.40	\$10,563.40	6323	Equipment Replacemen	Minor Equipment
1363150 Alberta Ltd	657211	\$17,003.50	\$17,003.50	7100	Boone Multi Purpose	Furniture, Machinery
ABC Virtual Communication	657213	\$3,705.57	\$689.55	6269	Office of Exec Dir,	Other Company Servic
			\$521.75	6269	Continuing Ed, Home	Other Company Servic
			\$2,233.39	6015	Economic Development	Consultant's Fees
			\$260.88	6269	Continuing Ed, Trade	Other Company Servic
All Makes Office Interior	657215	\$6,747.99	\$6,747.99	6323	Non Tort Security In	Minor Equipment
Allender Butzke Engineers	657216	\$10,022.96	\$1,063.88	6015	Urban Student Center	Consultant's Fees
			\$575.06	6015	Urban Student Center	Consultant's Fees
			\$426.60	6015	Urban Student Center	Consultant's Fees
			\$526.00	6015	Boone Multi-Purpose	Consultant's Fees

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 8

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Allender Butzke Engineers	657216	\$10,022.96	\$1,324.00	6015	Boone Multi-Purpose	Consultant's Fees
			\$1,217.18	6015	Urban Student Center	Consultant's Fees
			\$679.78	6015	Urban Student Center	Consultant's Fees
			\$452.06	6015	Urban Student Center	Consultant's Fees
			\$1,865.06	6015	Urban Student Center	Consultant's Fees
			\$528.42	6015	Bldg 13-Automotive R	Consultant's Fees
			\$525.00	6015	Bldg 13-Automotive R	Consultant's Fees
			\$249.46	6015	Bldg 13-Automotive R	Consultant's Fees
			\$590.46	6015	Bldg 13-Automotive R	Consultant's Fees
Alliant Energy	657217	\$42,645.09	\$205.21	6190	Boone Athletic Depar	Utilities
			\$3,305.47	6190	Boone Campus Housing	Utilities
			\$1,486.32	6190	Boone Campus Housing	Utilities
			\$3,477.31	6190	Boone Campus Housing	Utilities
			\$34,170.78	6190	Newton-Lease Operati	Utilities
Ames Municipal Utilities	657219	\$3,512.84	\$3,512.84	6190	Utilities	Utilities
Ankeny Sanitation	657221	\$4,369.00	\$263.68	6030	Buildings Equipment	Custodial Services
			\$199.67	6030	Plant Operations - S	Custodial Services
			\$63.42	6030	Plant Operations - E	Custodial Services
			\$76.06	6030	Physical Plant Opera	Custodial Services
			\$69.70	6030	Transportation Insti	Custodial Services
			\$69.70	6030	Plant Operations-Cap	Custodial Services
			\$3,322.21	6030	Custodial	Custodial Services
			\$304.56	6030	Physical Plant Opera	Custodial Services
Baker Mechanical Inc	657223	\$3,469.75	\$3,469.75	6090	Evelyn Davis Center	Maintenance/Repair o
Baxter Construction LLC	657224	\$234,556.39	\$234,556.39	7600	Boone Multi-Purpose	Buildings and Fixed
Briese Iron Works Inc	657229	\$36,654.02	\$36,654.02	7600	Boone Multi-Purpose	Buildings and Fixed



Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 9

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CenturyLink	657239	\$4,993.23	\$127.10	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$48.01	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Communications	Communications
			\$47.06	6150	Campus Communication	Communications
City of Boone	657242	\$5,969.34	\$34.44	6190	Utilities	Utilities
			\$5,934.90	6190	Boone Campus Housing	Utilities
Conner Athletic Products	657243	\$78,827.00	\$78,827.00	6323	Boone Multi Purpose	Minor Equipment
Decker Sports	657248	\$4,549.60	\$98.00	6322	Softball Booster Clu	Materials & Supplies
			\$4,266.00	6322	Baseball	Materials & Supplies
			\$185.60	6322	Softball Booster Clu	Materials & Supplies
DLR Group Inc	657252	\$50,566.82	\$9,560.43	6019	Bldg 13-Automotive R	Prof Svcs-Individual
			\$41,006.39	6019	Carroll Welding Buil	Prof Svcs-Individual
DLR Group Inc	657253	\$11,425.20	\$11,425.20	6019	Boone Multi-Purpose	Prof Svcs-Individual
Eagle Electric Inc	657256	\$18,438.11	\$3,217.92	6090	Office of the Dir, P	Maintenance/Repair o
			\$3,984.41	6090	Buildings Equipment	Maintenance/Repair o
			\$11,235.78	6090	Buildings Equipment	Maintenance/Repair o

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 10

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
EDH US LLC	657259	\$22,695.00	\$22,695.00	7100	Boone Multi Purpose	Furniture, Machinery
FBG Service Corporation	657263	\$63,044.63	\$10,110.87	6030	Trail Point-Facility	Custodial Services
			\$7,510.07	6030	Physical Plant Opera	Custodial Services
			\$2,183.94	6030	Plant Operations, Pe	Custodial Services
			\$6,744.80	6030	Plant Operations - S	Custodial Services
			\$5,620.00	6030	Plant Operations, St	Custodial Services
			\$135.70	6030	FFA Enrichment Cente	Custodial Services
			\$57.75	6030	FFA Enrichment Cente	Custodial Services
			\$44.35	6030	FFA Enrichment Cente	Custodial Services
			\$294.00	6030	FFA Enrichment Cente	Custodial Services
			\$10,590.00	6030	Physical Plant Opera	Custodial Services
			\$19,753.15	6030	Custodial	Custodial Services
Granite Telecommunication	657266	\$2,582.86	\$286.76	6150	Campus Communication	Communications
			\$714.45	6150	Campus Communication	Communications
			\$804.88	6150	Campus Communication	Communications
			\$326.63	6150	Campus Communication	Communications
			\$169.38	6150	Campus Communication	Communications
			\$280.76	6150	Campus Communication	Communications
Graybar Electric Co Inc	657267	\$6,371.79	\$6,371.79	6060	Non Tort Equip Maint	Maintenance/Repair o
Heartland Area Education	657272	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
HP Inc	657278	\$4,171.50	\$659.00	6323	Trail Point-Facility	Minor Equipment
			-\$155.00	6322	Automotive Project-T	Materials & Supplies
			\$1,343.00	6323	Dean, Math and Scien	Minor Equipment
			\$671.50	6323	Special Projects	Minor Equipment
			\$671.50	6323	Office of the Dir, P	Minor Equipment
			\$310.00	6322	WLAN Support	Materials & Supplies

Des Moines Area Comm College  
List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

11

[illegible]

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 12

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Leer Inc	657294	\$3,323.50	\$136.00	6269	Carroll Coolers #1 2	Other Company Servic
			\$136.00	6269	Carroll Coolers #1 2	Other Company Servic
			\$136.00	6269	Carroll Coolers #1 2	Other Company Servic
			\$136.00	6269	Carroll Coolers #1 2	Other Company Servic
			\$136.00	6269	Carroll Coolers #1 2	Other Company Servic
			\$136.00	6269	Carroll Coolers #1 2	Other Company Servic
			\$136.00	6269	Carroll Coolers #1 2	Other Company Servic
			\$136.00	6269	Carroll Coolers #1 2	Other Company Servic
Mediacom	657296	\$3,037.32	\$3,037.32	6190	Boone Campus Housing	Utilities
Mid-States Concrete Indus	657298	\$14,554.00	\$14,554.00	7600	Criminal Justice Tra	Buildings and Fixed
NBC Construction Document	657302	\$3,911.12	\$989.20	6019	Bldg 13-Automotive R	Prof Svcs-Individual
			\$1,323.37	6019	Boone Multi-Purpose	Prof Svcs-Individual
			\$1,598.55	6019	Urban Student Center	Prof Svcs-Individual
OPN Architects	657306	\$19,737.71	\$5,337.21	6012	Newton Maytag Campus	Architect's Fees
			\$2,182.50	6012	Newton Maytag Campus	Architect's Fees
			\$12,218.00	6012	Newton Maytag Campus	Architect's Fees
Oracle Corporation	657307	\$12,487.88	\$12,487.88	6265	Non Tort Equip Maint	Software Service Agr
Precision Pulley & Idler	657315	\$11,380.00	\$11,380.00	6269	Precision Inc #6 WTE	Other Company Servic
Premier Staffing Inc	657316	\$6,197.55	\$4,010.35	6269	United Way-Evelyn Da	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
R H Grabau Construction I	657318	\$20,251.15	\$20,251.15	7600	Boone Multi-Purpose	Buildings and Fixed
Rochon Corporation of Iow	657319	\$257,704.85	\$257,704.85	7600	Bldg 13-Automotive R	Buildings and Fixed

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 13

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	657323	\$63,295.96	\$3,265.94	6261	Non Tort Security In	Contracted Security
			\$24,315.85	6261	Non Tort Security In	Contracted Security
			\$5,463.93	6261	Non Tort Security In	Contracted Security
			\$30,250.24	6261	Non Tort Security In	Contracted Security
SKC Communication Product	657326	\$62,640.61	\$4,165.30	6323	Automotive Project-T	Minor Equipment
			\$309.03	6323	Automotive Project-T	Minor Equipment
			\$2,781.26	6323	WLAN Support	Minor Equipment
			\$37,487.70	6323	WLAN Support	Minor Equipment
			\$16,661.20	6323	Civil Engineering Te	Minor Equipment
			\$1,236.12	6323	Civil Engineering Te	Minor Equipment
Smartsheet Inc	657328	\$10,000.00	\$10,000.00	6265	Non Tort Equip Maint	Software Service Agr
Spectra Golf LLC	657330	\$9,995.00	\$9,995.00	6269	Boone Multi Purpose	Other Company Servic
Studio Iowa LLC	657333	\$3,877.25	\$1,404.55	6269	Studio Iowa #1 260F	Other Company Servic
			\$669.07	6269	Studio Iowa #1 260F	Other Company Servic
			\$1,803.63	6269	Studio Iowa #1 260F	Other Company Servic
Turf ETC LLC	657335	\$9,291.12	\$9,291.12	6323	Boone Multi Purpose	Minor Equipment
Tyson Foods Inc	657336	\$20,552.00	\$20,552.00	6269	Tyson Fresh Meat #2	Other Company Servic
Versa Products	657341	\$14,420.40	\$14,420.40	6323	Equipment Replacemen	Minor Equipment
Vertex Software	657342	\$40,108.41	\$6,192.52	6269	Vertex Software #1 2	Other Company Servic
			\$4,327.20	6269	Vertex Software #1 2	Other Company Servic
			\$1,529.05	6269	Vertex Software #1 2	Other Company Servic
			\$2,423.40	6269	Vertex Software #1 2	Other Company Servic
			\$658.35	6269	Vertex Software #1 2	Other Company Servic

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 14

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Vertex Software	657342	\$40,108.41	\$2,848.74	6269	Vertex Software #1 2	Other Company Servic
			\$6,048.02	6269	Vertex Software #1 2	Other Company Servic
			\$4,586.62	6269	Vertex Software #1 2	Other Company Servic
			\$2,375.00	6269	Vertex Software #1 2	Other Company Servic
			\$1,492.47	6269	Vertex Software #1 2	Other Company Servic
			\$2,745.96	6269	Vertex Software #1 2	Other Company Servic
			\$2,745.96	6269	Vertex Software #1 2	Other Company Servic
			\$1,401.32	6269	Vertex Software #1 2	Other Company Servic
			\$733.80	6269	Vertex Software #1 2	Other Company Servic
Walsh Door and Security	657343	\$16,240.00	\$15,400.00	6090	Evelyn Davis Center	Maintenance/Repair o
			\$840.00	6090	Office of the Dir, P	Maintenance/Repair o
Wamco Athletics	657344	\$46,800.00	\$46,800.00	6323	Boone Multi Purpose	Minor Equipment
Watson Plumbing Inc	657346	\$3,300.00	\$3,300.00	7600	Criminal Justice Tra	Buildings and Fixed
Webspec Design	657347	\$54,450.60	\$9.99	6269	Webspec Design #1 26	Other Company Servic
			\$1,730.80	6269	Webspec Design #1 26	Other Company Servic
			\$315.00	6269	Webspec Design #1 26	Other Company Servic
			\$73.85	6269	Webspec Design #1 26	Other Company Servic
			\$45.00	6269	Webspec Design #1 26	Other Company Servic
			\$19.98	6269	Webspec Design #1 26	Other Company Servic
			\$9.99	6269	Webspec Design #1 26	Other Company Servic
			\$9.99	6269	Webspec Design #1 26	Other Company Servic
			\$9.99	6269	Webspec Design #1 26	Other Company Servic
			\$52,226.01	6269	Webspec Design #1 26	Other Company Servic
Weiler Inc	657348	\$14,269.90	\$14,269.90	6269	Weiler #5 260E OJT T	Other Company Servic
WHY! Company LLC	657351	\$5,000.00	\$5,000.00	6015	Softskills Training	Consultant's Fees

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Zirous Inc	657359	\$3,500.00	\$3,500.00	6269	Technical Update Equ	Other Company Servic
Airgas North Central	657394	\$3,076.54	\$619.20	6322	WTED - Welding	Materials & Supplies
			\$784.85	6322	WTED - Welding	Materials & Supplies
			\$16.63	6322	WTED - Welding	Materials & Supplies
			\$33.26	6322	WTED - Welding	Materials & Supplies
			\$396.00	6322	WTED - Welding	Materials & Supplies
			\$170.90	6322	WTED - Welding	Materials & Supplies
			\$204.90	6322	WTED - Welding	Materials & Supplies
			\$21.39	6322	WTED - Welding	Materials & Supplies
			\$143.39	6322	WTED - Welding	Materials & Supplies
			\$11.10	6322	WTED - Welding	Materials & Supplies
			\$466.23	6322	WTED - Welding	Materials & Supplies
			\$22.26	6322	WTED - Welding	Materials & Supplies
			\$32.43	6322	Emergency Medical Te	Materials & Supplies
			\$154.00	6322	WTED - Welding	Materials & Supplies
Barton Solvents Inc	657404	\$2,508.22	\$2,508.22	6377	Physical Plant Opera	Materials/Supplies f
Baxter Construction LLC	657405	\$133,864.56	\$133,864.56	7600	Boone Multi-Purpose	Buildings and Fixed
Biomedical Research Allia	657407	\$4,000.00	\$4,000.00	6265	Non Tort Equip Maint	Software Service Agr
Cardtronics USA Inc	657416	\$13,750.00	\$2,750.00	6269	Student ID Card Offi	Other Company Servic
			\$2,750.00	6269	Student ID Card Offi	Other Company Servic
			\$2,750.00	6269	Student ID Card Offi	Other Company Servic
			\$2,750.00	6269	Student ID Card Offi	Other Company Servic
			\$2,750.00	6269	Student ID Card Offi	Other Company Servic
Constellation NewEnergy G	657425	\$19,605.82	\$14,190.88	6190	Utilities	Utilities
			\$1,431.11	6190	Utilities	Utilities

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 16

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Constellation NewEnergy G	657425	\$19,605.82	\$3,983.83	6190	Newton-Lease Operati	Utilities
Davis Brown Koehn Shors a	657428	\$9,154.50	\$75.00	6013	Exec VP, College Ope	Legal Fees
			\$1,831.50	6013	Exec VP, College Ope	Legal Fees
			\$1,891.00	6013	Urban Student Center	Legal Fees
			\$1,250.50	6013	Economic Development	Legal Fees
			\$30.00	6269	Office of Exec Dir,	Other Company Servic
DePenning & Associates In	657430	\$7,437.00	\$7,437.00	6323	Equip Replacement Ne	Minor Equipment
Enterprise Electric Inc	657438	\$17,641.50	\$17,641.50	7600	Boone Multi-Purpose	Buildings and Fixed
Eurofins Analytical Labor	657439	\$4,413.06	\$4,413.06	6015	Manufacturing Skills	Consultant's Fees
Fein, Helene	657441	\$3,000.00	\$3,000.00	6019	Iowa Literacy Counci	Prof Svcs-Individual
FHEG Ankeny Bookstore #10	657442	\$23,944.18	\$15.96	6322	Social/Behavioral Sc	Materials & Supplies
			\$63.96	6322	Office of Exec Dean,	Materials & Supplies
			\$60.80	6322	Student Services	Materials & Supplies
			\$3,809.51	6322	Office of Exec Dean,	Materials & Supplies
			\$57.00	6322	Office of Exec Dir,	Materials & Supplies
			\$127.94	6322	Office of Dir, Marke	Materials & Supplies
			\$73.92	2019	Follett Bookstore	Accounts Payable Acc
			\$78.00	2019	Follett Bookstore	Accounts Payable Acc
			\$3.49	2019	Follett Bookstore	Accounts Payable Acc
			\$112.50	2019	Follett Bookstore	Accounts Payable Acc
			\$272.14	2019	Follett Bookstore	Accounts Payable Acc
			\$309.00	2019	Follett Bookstore	Accounts Payable Acc
			\$12,659.95	2019	Follett Bookstore	Accounts Payable Acc
			\$20.80	6322	IA DOT Administrativ	Materials & Supplies
			\$2,070.00	6322	English Literacy-Urb	Materials & Supplies



Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 17

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	657442	\$23,944.18	\$292.50	6322	Continuing Ed, Manuf	Materials & Supplies
			\$26.75	6322	Dean, Math and Scien	Materials & Supplies
			\$2,246.50	6322	Carroll Career Advan	Materials & Supplies
			\$774.47	6322	Web Based/Online Lea	Materials & Supplies
			\$547.19	6322	PACE Program 260H	Materials & Supplies
			\$321.80	6322	Student Activities	Materials & Supplies
Garcia Professional Solut	657444	\$5,000.00	\$5,000.00	6268	Central IA Wrkfrce I	Contracted Services-
GT Software Inc	657448	\$7,286.40	\$5,702.40	6324	Technical Update Equ	Computer Software
			\$1,584.00	6265	Non Tort Equip Maint	Software Service Agr
Heartland Area Education	657450	\$5,000.00	\$5,000.00	6269	Office of Sr VP, Aca	Other Company Servic
Heartland Business System	657451	\$3,940.00	\$3,940.00	6269	Technical Update Equ	Other Company Servic
Hilsabeck Schacht Inc	657454	\$6,367.00	\$5,022.00	6090	Buildings Equipment	Maintenance/Repair o
			\$1,345.00	6090	Buildings Equipment	Maintenance/Repair o
HP Inc	657455	\$5,067.00	\$2,688.00	6323	Testing Center Remod	Minor Equipment
			\$1,449.00	6323	Testing Center Remod	Minor Equipment
			\$930.00	6323	Equip Replacement Sc	Minor Equipment
Image 4 Lives	657456	\$4,550.00	\$4,550.00	6260	Evelyn Davis Center	Sponsorships & Donat
Iowa Communications Netwo	657458	\$25,477.89	\$20.14	6150	Campus Communication	Communications
			\$699.14	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$6.60	6150	Campus Communication	Communications
			\$17,240.03	6150	Campus Communication	Communications
			\$0.01	6150	Campus Communication	Communications

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 18

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	657458	\$25,477.89	\$6.45	6150	Campus Communication	Communications
			\$7,503.37	6150	Campus Communication	Communications
Kelly Services Inc	657462	\$6,385.90	\$1,782.20	6269	United Way-Evelyn Da	Other Company Servic
			\$1,404.00	6269	United Way-Evelyn Da	Other Company Servic
			\$1,795.70	6269	United Way-Evelyn Da	Other Company Servic
			\$1,404.00	6269	United Way-Evelyn Da	Other Company Servic
Lamar Companies	657463	\$8,980.00	\$690.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$690.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$7,600.00	6110	Office of Dir, Marke	Information Svcs/Pub
Lenovo Inc	657464	\$10,640.00	\$10,640.00	6323	English Literacy-Urb	Minor Equipment
MidAmerican Energy Co	657471	\$12,305.18	\$655.35	6190	Physical Plant Opera	Utilities
			\$2,775.60	6190	Utilities	Utilities
			\$12.37	6190	Utilities	Utilities
			\$1,340.94	6190	Plant Operations - E	Utilities
			\$7,520.92	6190	Trail Point-Facility	Utilities
Mittera Group	657474	\$3,733.00	\$2,145.00	6110	Vice President, Enro	Information Svcs/Pub
			\$401.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$1,187.00	6120	Office of Dir, Marke	Printing/Reproductio
Moy, Joyce	657477	\$6,158.72	\$6,158.72	6269	Financial Empowermen	Other Company Servic
Musco Corporation	657478	\$8,983.50	\$346.34	6269	Musco Sports Light #	Other Company Servic
			\$36.49	6269	Musco Sports Light #	Other Company Servic
			\$454.24	6269	Musco Sports Light #	Other Company Servic
			\$1,483.00	6269	Musco Sports Light #	Other Company Servic
			\$1,198.20	6269	Musco Sports Light #	Other Company Servic

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 19

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Musco Corporation	657478	\$8,983.50	\$2,987.55	6269	Musco Sports Light #	Other Company Servic
			\$2,057.04	6269	Musco Sports Light #	Other Company Servic
			\$420.64	6269	Musco Sports Light #	Other Company Servic
Nelnet Business Solutions	657480	\$3,754.85	\$3,754.85	6269	Office of Controller	Other Company Servic
Power Test Industries Inc	657487	\$42,960.05	\$42,960.05	7100	Perkins-Equipment	Furniture, Machinery
Premier Staffing Inc	657488	\$11,285.06	\$269.73	6269	United Way-Citizens	Other Company Servic
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$999.00	6269	United Way-Citizens	Other Company Servic
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$2,630.58	6269	United Way-Evelyn Da	Other Company Servic
			\$3,011.35	6269	United Way-Evelyn Da	Other Company Servic
Quality Measurement Solut	657490	\$19,938.46	\$8,863.22	7100	Equip Replacement In	Furniture, Machinery
			\$11,075.24	7100	WTED - Welding	Furniture, Machinery
ReadSpeaker LLC	657493	\$11,705.60	\$11,705.60	6269	Office of Sr VP, Aca	Other Company Servic
RJB Limited Family Partne	657496	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Rochon Corporation of Iow	657498	\$1,477,917.34	\$999,990.00	7600	Urban Student Center	Buildings and Fixed
			\$10,432.08	7600	Urban Student Center	Buildings and Fixed
			\$467,495.26	7600	Urban Student Center	Buildings and Fixed
State Steel Supply Co	657507	\$4,744.30	\$1,031.00	6322	Warren County Career	Materials & Supplies
			\$515.50	6322	Warren County Career	Materials & Supplies
			\$812.70	6322	Warren County Career	Materials & Supplies

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 20

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
State Steel Supply Co	657507	\$4,744.30	\$644.50	6322	Warren County Career	Materials & Supplies
			\$1,740.60	6322	Warren County Career	Materials & Supplies
WL Collins Corp Inc	657521	\$31,387.50	\$31,387.50	6323	Boone Multi Purpose	Minor Equipment
Allender Butzke Engineers	657537	\$4,971.92	\$598.00	6015	Boone Multi-Purpose	Consultant's Fees
			\$1,502.00	6015	Boone Multi-Purpose	Consultant's Fees
			\$376.00	6015	Boone Multi-Purpose	Consultant's Fees
			\$575.06	6015	Urban Student Center	Consultant's Fees
			\$426.60	6015	Urban Student Center	Consultant's Fees
			\$659.38	6015	Bldg 13-Automotive R	Consultant's Fees
			\$409.46	6015	Bldg 13-Automotive R	Consultant's Fees
			\$425.42	6015	Bldg 13-Automotive R	Consultant's Fees
Alliant Energy	657538	\$22,930.78	\$265.26	6190	Building Rental for	Utilities
			\$46.54	6190	Utilities	Utilities
			\$8,887.00	6190	Utilities	Utilities
			\$358.62	6190	Utilities	Utilities
			\$11,272.22	6190	Utilities	Utilities
			\$586.45	6190	Utilities	Utilities
			\$1,514.69	6190	Utilities	Utilities
American Heritage Life In	657539	\$4,455.24	\$1,889.74	2286	Payroll Office	Accident Insurance P
			\$1,485.42	2288	Payroll Office	Critical Illness Ins
			\$986.88	2287	Payroll Office	Cancer Insurance Pay
			\$93.20	2289	Payroll Office	Hospitalization Insu
ARC Iowa PT Plus LLC	657540	\$4,200.00	\$4,200.00	6269	Workers Compensation	Other Company Servic
ATW Training & Consulting	657541	\$8,600.00	\$3,400.00	6015	Softskills Training	Consultant's Fees
			\$3,400.00	6015	Softskills Training	Consultant's Fees

Report: FWRR040  
 Date: 04/30/2020  
 Time: 08:04 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 21

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ATW Training & Consulting	657541	\$8,600.00	\$1,800.00	6015	Softskills Training	Consultant's Fees
AVI Systems	657543	\$28,363.00	\$6,074.00	6265	Non Tort Equip Maint	Software Service Agr
			\$22,289.00	6265	Non Tort Equip Maint	Software Service Agr
Baker Mechanical Inc	657544	\$3,469.75	\$3,469.75	6060	Evelyn Davis Center	Maintenance/Repair o
Barilla America Inc	657546	\$8,188.53	\$551.36	6269	Barilla America #6 2	Other Company Servic
			\$723.94	6269	Barilla America #6 2	Other Company Servic
			\$1,592.66	6269	Barilla America #6 2	Other Company Servic
			\$539.66	6269	Barilla America #6 2	Other Company Servic
			\$539.66	6269	Barilla America #6 2	Other Company Servic
			\$520.65	6269	Barilla America #6 2	Other Company Servic
			\$539.66	6269	Barilla America #6 2	Other Company Servic
			\$1,618.99	6269	Barilla America #6 2	Other Company Servic
			\$520.65	6269	Barilla America #6 2	Other Company Servic
			\$1,041.30	6269	Barilla America #6 2	Other Company Servic
Business Publications Cor	657547	\$7,003.00	\$710.00	6150	Web Based Instructio	Communications
			\$3,560.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$710.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$2,023.00	6110	Office of Dir, Marke	Information Svcs/Pub
CCB Credit Services Inc	657549	\$8,203.38	\$8,203.38	6780	Office of Controller	Collection Agency Ex
CenturyLink	657551	\$3,894.80	\$3,894.80	6150	Campus Communication	Communications
City of Boone	657553	\$4,115.41	\$27.09	6190	Utilities	Utilities
			\$3,095.04	6190	Boone Campus Housing	Utilities
			\$43.48	6190	Utilities	Utilities
			\$119.24	6190	Utilities	Utilities

Report: FWRR040  
Date: 04/30/2020  
Time: 08:04 AM

Des Moines Area Comm College  
List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Boone	657553	\$4,115.41	\$649.21 \$181.35	6190 6190	Utilities Utilities	Utilities Utilities
Delta Dental Plan of Iowa	657558	\$4,033.80	\$4,033.80	2285	Payroll Office	Vision Insurance Pay
DLR Group Inc	657561	\$88,330.41	\$8,799.91 \$79,530.50	6019 6019	Bldg 13-Automotive R Carroll Welding Buil	Prof Svcs-Individual Prof Svcs-Individual
DLR Group Inc	657562	\$9,067.41	\$9,067.41	6019	Boone Multi-Purpose	Prof Svcs-Individual
FBG Service Corporation	657566	\$7,793.69	\$7,510.07 \$18.78 \$264.84	6030 6410 6030	Physical Plant Opera Plant Operations, Pe Trail Point-Facility	Custodial Services Janitorial Materials Custodial Services
Fein, Helene	657567	\$3,000.00	\$3,000.00	6019	Iowa Literacy Counci	Prof Svcs-Individual
FHEG Ankeny Bookstore #10	657568	\$13,279.09	\$104.99 \$7,819.52 \$5,144.59 \$209.99	6322 4550 4550 6322	Web Based/Online Lea Web Based Instructio Web Based Instructio Web Based/Online Lea	Materials & Supplies Textbooks Textbooks Materials & Supplies
Freshworks Inc	657570	\$5,521.00	\$5,521.00	6324	Technical Update Equ	Computer Software
Heartland Business System	657572	\$3,710.00	\$2,310.00 \$1,400.00	6269 6269	Technical Update Equ Technical Update Equ	Other Company Servic Other Company Servic
Heartland Coop	657573	\$7,341.95	\$3,331.09 \$425.29 \$678.79 \$2,240.54 \$666.24	6322 6322 6322 6322 6322	Dallas County Farm O Dallas County Farm O Dallas County Farm O Dallas County Farm O Dallas County Farm O	Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies

Report: FWRR040  
Date: 04/30/2020  
Time: 08:04 AM

Des Moines Area Comm College  
List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

Page: 23

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Integrity Printing LLC	657575	\$6,556.71	\$493.50	6120	Office of Dir, Marke	Printing/Reproductio
			\$584.74	6120	Office of Dir, Marke	Printing/Reproductio
			\$218.48	6110	Office of the Dir, P	Information Svcs/Pub
			\$255.00	6120	Student Services	Printing/Reproductio
			\$837.01	6110	Office of Sr VP, Aca	Information Svcs/Pub
			\$3,680.00	6110	National Crime Victi	Information Svcs/Pub
			\$330.06	6269	Vice President, Enro	Other Company Servic
			\$157.92	6120	Honors Program	Printing/Reproductio
Iowa Student Loan Liquid	657577	\$7,500.00	\$4,500.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$3,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
IP Pathways	657578	\$20,182.84	\$20,182.84	6269	Technical Update Equ	Other Company Servic
Kirkwood Community Colleg	657583	\$46,777.24	\$38,849.92	5300	IA Comm College Athl	Regular Prof Support
			\$7,927.32	5900	IA Comm College Athl	DMACC Paid Insurance
Lincoln National Life Ins	657588	\$76,914.66	\$1,628.00	2259	Payroll Office	Dep Supp Life Ins Pa
			\$9,617.60	2257	Payroll Office	Emp Opt Life Ins Pay
			\$26,373.08	2253	Payroll Office	Basic Life Insurance
			\$5,695.72	2255	Payroll Office	ST Disability - A In
			\$12,352.80	2256	Payroll Office	ST Disability - B In
			\$18,408.96	2254	Payroll Office	Long Term Disability
			\$2,838.50	2258	Payroll Office	Spouse Opt Life Ins
Macerich Southridge Mall	657589	\$8,333.37	\$8,333.37	6210	Plant Operations - S	Rental of Buildings
Man Up Iowa	657591	\$3,916.67	\$3,916.67	6269	United Way-Man Up Io	Other Company Servic
MidAmerican Energy Co	657595	\$44,989.57	\$38,994.73	6190	Utilities	Utilities
			\$2,466.70	6190	Plant Operations-Cap	Utilities

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	657595	\$44,989.57	\$3,528.14	6190	Physical Plant Opera	Utilities
Muhaxheri, Edmond	657600	\$2,500.00	\$2,500.00	1550	Office of the Presid	Prepaid Expenses
PeopleAdmin Inc	657605	\$84,168.84	\$84,168.84	6265	Non Tort Equip Maint	Software Service Agr
Power Test Inc	657612	\$42,960.05	\$42,960.05	7100	Perkins-Equipment	Furniture, Machinery
Prudent Man Analysis Inc	657613	\$10,509.72	\$10,509.72	6269	Office of Controller	Other Company Servic
Relation Insurance Servic	657615	\$6,490.00	\$6,490.00	6180	Non Tort Insurance	Insurance
Reynolds & Reynolds Inc	657616	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Scalene Enterprises LLC	657620	\$3,237.29	\$3,237.29	6269	Office of Dir, Marke	Other Company Servic
Snap On Industrial	657622	\$13,710.14	\$23.81	1550	Office of Controller	Prepaid Expenses
			\$2,685.04	1550	Office of Controller	Prepaid Expenses
			\$3,672.78	1550	Office of Controller	Prepaid Expenses
			\$3,672.78	1550	Office of Controller	Prepaid Expenses
			\$3,655.73	1550	Office of Controller	Prepaid Expenses
Spring Green Lawn Care	657623	\$2,675.85	\$2,087.85	6100	Equipment Replacemen	Maintenance of Groun
			\$588.00	6100	Equipment Replacemen	Maintenance of Groun
Titan Machinery	657624	\$40,500.00	\$40,500.00	7100	Motorcycle and Moped	Furniture, Machinery
Veel Hoeden Consulting LL	657630	\$3,500.00	\$3,500.00	6015	Softskills Training	Consultant's Fees
Verizon Wireless	657631	\$4,888.45	\$1,197.68	6150	Equipment Replacemen	Communications
			\$1,037.66	6150	Library	Communications



Report: FWRR040  
Date: 04/30/2020  
Time: 08:04 AM

Des Moines Area Comm College  
List of checks over \$2,500.00 from 02-APR-2020 to 29-APR-2020

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	657631	\$4,888.45	\$40.01	6150	Office of Exec Dean,	Communications
			\$2,453.06	6150	Graduation	Communications
			\$80.02	6150	Library	Communications
			\$80.02	6150	Equipment Replacemen	Communications
Workman, William S.	657635	\$3,500.00	\$3,500.00	6019	WTED-Information Tec	Prof Svcs-Individual
Xerox Corp	657636	\$6,185.91	\$686.51	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$263.83	6220	Copy Center	Rental of Equipment
			\$258.72	6220	Copy Center	Rental of Equipment
			\$321.37	6322	Copy Center	Materials & Supplies
			\$689.05	6220	Copy Center	Rental of Equipment
			\$144.17	6322	Copy Center	Materials & Supplies
			\$496.02	6220	Copy Center	Rental of Equipment
			\$164.58	6322	Copy Center	Materials & Supplies
			\$526.19	6220	Copy Center	Rental of Equipment
			\$194.31	6322	Copy Center	Materials & Supplies
			\$774.16	6220	Copy Center	Rental of Equipment
			\$466.63	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$439.86	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$284.99	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$211.69	6220	Copy Center	Rental of Equipment
			\$263.83	6220	Copy Center	Rental of Equipment
Your Clear Next Step LLC	657638	\$4,239.00	\$4,239.00	6015	Softskills Training	Consultant's Fees
REPORT TOTAL			\$4,645,667.08			

May 11, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of May, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Spindustry Systems Incorporated. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Spindustry Systems Incorporated." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND SPINDUSTRY SYSTEMS INCORPORATED.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Spindustry Systems Incorporated (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of May, 2020.

  
\_\_\_\_\_  
President of the Board of Directors


ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 11, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of May, 2020.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

**IOWA JOBS TRAINING PROGRAM (260F)**  
**REQUEST FOR RELEASE OF FUNDS**

\_\_\_\_\_ 20200420192342 \_\_\_\_\_  
Project Loan ID Number Form Approval Letter

Des Moines Area Community College  
Community College

Spindustry Systems, Inc. dba Spindustry  
Business

Melissa Chavas-Miller 515-249-0526  
College Contact Person

1370 NW 114th St #300, Clive, IA 50325  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A **Training Contract**, Form 260F-2, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 25,000 to fund this project.

  
Authorized Signature

5.11.2020  
Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**IMPORTANT!**

This form must be uploaded with a copy of the **Training Contract** to the Iowa Economic Development Authority 260F data system.

## **IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of (date) between Spindustry Systems, Inc. dba Spindustry, Clive, (the "Community College" and its location), and Des Moines Area Community College, Ankeny, (the "Employer" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.

B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

### **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.  
The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;



(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

(C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; PROJECT EVALUATION; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Iowa Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out

by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Iowa Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, within 90 days of the completion of training to evaluate the impact of training on the Business' operations.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Iowa Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Economic Development Authority (EDA). Funds awarded by EDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00\_\_\_\_\_, is issued by EDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Iowa Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Iowa Economic Development Authority, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".

## **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to ensure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to ensure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall ensure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.

(G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.

(H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Iowa Economic Development Authority the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6 %. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4 Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Iowa Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6 %. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Iowa Economic Development Authority for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) facsimile, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be addressed to the parties at the following addresses:

Community College: Des Moines Area Community College  
2006 Ankeny Blvd  
Ankeny, Ia 50026

Employer: Spindustry Systems, Inc dba Spindustry  
1370 NW 114th St #300,  
Clive, IA 50325  
Attn: Angela Culbertson, CFO

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit, and be binding in accordance with its terms on, the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College  
Community College

Kevin Halterman

Authorized Signature

Kevin Halterman, Board Vice Chair  
Type Name And Title

\_\_\_\_\_

\_\_\_\_\_

Address

5-11-2020

Date

Spindustry Systems, Inc. dba Spindustry  
Employer

Angela

Authorized Signature

Angela Culbertson, CFO  
Type Name And Title

1370 NW 114th St #300

Clive, IA 50325

Address

4/23/2020

Date

**Training Plan and Budget  
For  
Spindustry Systems, Inc. dba Spindustry  
260F Project**

The following Training Plan reflects the expected training activities for Spindustry Systems, Inc. dba Spindustry. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Spindustry Systems, Inc. dba Spindustry staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>		
.Net Core-React/Vue/Blaze JA Development	<b>\$5000</b>	<b>\$2500</b>
Google Ecommerce Tagging Best Practices	<b>\$4500</b>	<b>\$2500</b>
Advanced Account Executive Bootcamp	<b>\$5000</b>	<b>\$1000</b>
Account Director Professional Day	<b>\$2000</b>	<b>\$1000</b>
Google E-Commerce Training Best Practice	<b>\$3000</b>	<b>\$1750</b>
An Event Apart Design Training	<b>\$5000</b>	<b>\$2500</b>
Resilient Web Systems with CSS & SASS	<b>\$1000</b>	<b>\$1000</b>
AIGA Design Camp	<b>\$500</b>	<b>\$500</b>
SharePoint Training	<b>\$5345</b>	<b>\$5133</b>
Server Administration Practices	<b>\$2100</b>	<b>\$2100</b>
<b>II. Management/Supervisory Skills</b>		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 5017</b>	<b>\$5017</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$38,462.00</b>	<b>\$25,000</b>

The training began 4/15/2020 with completion anticipated by 4/14/2022. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 16 unduplicated employees and will show, at the completion of the contract, \$13,462 in-kind cash match. This match will be linked to the training as outlined in this plan.



May 11, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of May, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Bayer Cropscience LP. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Bayer Cropscience LP." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

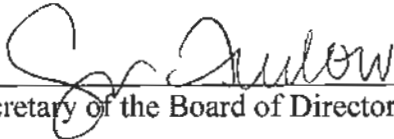
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*



PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND BAYER CROPSCIENCE LP.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Bayer Cropsience LP (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**


Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

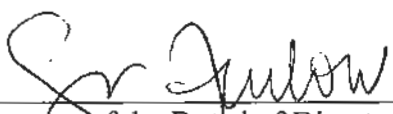
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of May, 2020.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 11, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of May, 2020.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

**IOWA JOBS TRAINING PROGRAM (260F)**

**REQUEST FOR RELEASE OF FUNDS**

20200311162902

Project Loan ID Number Form Approval Letter

Des Moines Area Community College  
Community College

Bayer Crop Science  
Business

Cathy Spencer 515-256-4923


College Contact Person

4468 121<sup>st</sup> St Urbandale, IA 50323

Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A **Training Contract**, Form 260F-2, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 25,000 to fund this project.



Authorized Signature

5.11.2020

Date

Approved for allocation by the Iowa Economic Development Authority:

Authorized Signature

Date

**IMPORTANT!**

This form must be uploaded with a copy of the **Training Contract** to the Iowa Economic Development Authority 260F data system.

## **IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of ( ) between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and Bayer Crop Science, Urbandale, IA, (the "Employer" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.

B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

### **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.  
The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;

(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

(C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; PROJECT EVALUATION; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Iowa Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out



by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Iowa Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, within 90 days of the completion of training to evaluate the impact of training on the Business' operations.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Iowa Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Economic Development Authority (EDA). Funds awarded by EDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of 25,000, is issued by EDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Iowa Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Iowa Economic Development Authority, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".

## **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to ensure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to ensure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall ensure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.

(G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.

(H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Iowa Economic Development Authority the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6 %. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Iowa Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6 %. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Iowa Economic Development Authority for appropriate collection action.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) facsimile, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be addressed to the parties at the following addresses:

Community College: Des Moines Area Community College 2006 S Ankeny, Blvd. Ankeny, IA 50021

Employer: Bayer Crop Science 4468 121<sup>st</sup> St. Urbandale, IA 50322

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit, and be binding in accordance with its terms on, the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed,

entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



Authorized Signature

Kevin Hulterson, Board Vice Chair

Type Name And Title

Bayer Crop Science

Employer



Authorized Signature

Type Name And Title

Address

5-11-2020

Date

Address

4/8/20

Date

## Training Plan and Budget For Bayer Crop Science 260F Project #1

The following Training Plan reflects the expected training activities for Bayer Crop Science. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Bayer Crop Science staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
<b>I. Job Skill Training</b>	<b>8445</b>	<b>0</b>
Lean Training - Bayer Crop Science would like to Implement some lean training into their processes. The Plan is to start with 5S or Lean 101 and branch out from There.		
<b>II. Management/Supervisory Skills</b>	<b>25,000</b>	<b>19,983</b>
<b>Bayer has several leadership training initiative that It would like to implement. These could include, but not Limited to: Emerging leaders, Evolving leaders, and Coaching</b>		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 5017</b>	<b>\$5017</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$38,462</b>	<b>\$25,000</b>

The training began February 13, 2020 with completion anticipated by February 12, 2022. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 4 unduplicated employees and will show, at the completion of the contract, \$13,462 in-kind cash match. This match will be linked to the training as outlined in this plan.

May 11, 2020

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, met in regular session on the 11th day of May, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:


<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning the Carroll Campus Addition/Renovation Project. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Setting the Time and Place of a Public Hearing on the Proposed Plans, Specifications, Form of Contract and Estimated Costs for the Carroll Campus Addition/Renovation Project". The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

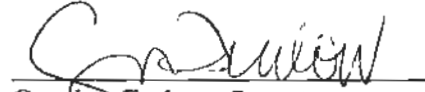
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Cardlyn Farlow, Secretary  
of the Board of Directors



## RESOLUTION

### RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE CARROLL CAMPUS ADDITION/RENOVATION PROJECT.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa; and

WHEREAS, the College desires to undertake an 11,500 square feet addition and renovation project at the College's Carroll Campus which shall include a welding lab, electronics classroom, exhibition space and an office/bookstore space; and

WHEREAS, DLR Group inc. has prepared plans, specifications, a form of contract and estimated costs of the Carroll Campus Addition/Renovation Project (the "Project"); and

WHEREAS, before said plans, specifications, form of contract and estimated costs of the Project may be approved, it is necessary to hold a public hearing on such plans, specifications, form of contract and estimated costs pursuant to Section 26.12 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That it is impossible and impractical for all members to be physically present at the meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means.

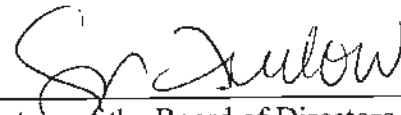
Section 2. That the Board of Directors of the College meet by telephonic and video conference on the 8th day of June 2020, at 4:00 p.m., at which time and place a public hearing shall be held on the plans, specifications, form of contract and estimated costs for the Project, at which hearing all interested individuals shall be provided public access to the telephonic conversation and given a reasonable opportunity to express their views, orally or in writing, on the plans, specifications, form of contract and estimated costs of the Project.

Section 3. That the Secretary of the Board of Directors of the College is hereby directed to give notice of the time when and place where the hearing will be held, including telephonic access, by publication at least once not less than four (4) nor more than twenty (20) calendar days prior to the date fixed for the hearing, in a newspaper published and having a general circulation in Polk County, Iowa. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS,  
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED  
COSTS FOR THE CARROLL CAMPUS  
ADDITION/RENOVATION PROJECT.

Notice is hereby given that the Board of Directors of the Des Moines Area Community College (the "College") will hold a video and telephonic meeting on the 8th day of June, 2020, at 4:00 p.m., at which time and place a hearing will be held on the proposed plans, specifications, form of contract and estimated costs for the Carroll Campus Addition/Renovation Project (the "Project"), which Project shall consist of an 11,500 square feet addition and renovation project including a welding lab, electronics classroom, exhibition space and an office/bookstore space at the College's Carroll Campus. Any interested person may attend by telephonic conference by dialing the toll-free dial-in number of (866) 685-1580 and entering the conference code of 5159646520# when prompted. At the hearing, any interested person may appear telephonically and file objections to the proposed plans, specifications, form of contract, or estimated costs of the Project. After hearing objections, the Board of Directors of the College will, by resolution, enter its decision on the plans, specifications, form of contract, and estimated costs of the Project.

By Order of the Board of Directors of  
Des Moines Area Community College



---

Secretary of the Board of Directors

Section 4. That the officers of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of May, 2020.

  
President of the Board of Directors

Attest:

  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF JASPER            )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 11, 2020, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 11th day of May, 2020.

  
\_\_\_\_\_  
Secretary of the Board of Directors of the  
Des Moines Area Community College

May 11, 2020

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, met in regular session on the 11th day of May, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning the Carroll Campus Addition/Renovation Project. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Setting the Time and Place for Receipt of Bids for the Carroll Campus Addition/Renovation Project." The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

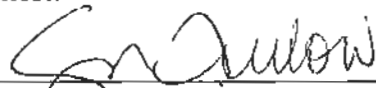
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Carolyn Parlow, Secretary  
of the Board of Directors

## RESOLUTION

### RESOLUTION SETTING THE TIME AND PLACE FOR RECEIPT OF BIDS FOR THE CARROLL CAMPUS ADDITION/RENOVATION PROJECT.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa; and

WHEREAS, the College desires to undertake an 11,500 square feet addition and renovation project at the College's Carroll Campus which shall include a welding lab, electronics classroom, exhibition space and an office/bookstore space; and

WHEREAS, the College desires to obtain competitive bids for the Carroll Campus Addition/Renovation Project (the "Project"); and

WHEREAS, DLR Group inc. has prepared a Notice to Bidders for the Project in the form attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:


Section 1. That sealed proposals for the Project will be received by the Board of Directors of the College at the Student Center/Trail Point Building 5, Room 1240A, 2006 South Ankeny Boulevard, Ankeny, Iowa 50023 on the 2nd day of June, 2020, until 2:00 p.m., at which time and place said bids will be publicly opened and read aloud.

Section 2. That the Secretary of the Board of Directors of the College is hereby directed to give notice to bidders of the time when and place for receipt of bids, and of other information as required by Section 26.7 of the Code of Iowa, by publication at least once not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the College's internet site. The notice shall be in substantially the form prepared by DLR Group inc. and attached to this Resolution.

Section 3. That the officers of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of May, 2020.

  
President of the Board of Directors

Attest:

  
Secretary of the Board of Directors



STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 11, 2020, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 11th day of May, 2020.

  
\_\_\_\_\_  
Secretary of the Board of Directors of the  
Des Moines Area Community College

DOCUMENT 001113 – NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: Sealed bids will be received by Des Moines Area Community College at the Student Center / Trail Point Building 5, Room 1240A, 2006 South Ankeny Boulevard, Ankeny, Iowa 50023 until 2:00 p.m. local Iowa time, according to the designated clock in the Reception Area, on Tuesday, June 2, 2020 for the Carroll Campus Entrance and Welding Addition project. Bids will be publicly opened and read aloud after 2:00 P.M. on said date in said Board Room.

Consideration of the bids received and the award of contracts or other action may be made by the Des Moines Area Community College upon the proposals received in accordance with the law and the plans and specifications at its regular meeting anticipated to take place by video and telephonic conference as a result of the COVID-19 pandemic at 4:00 P.M. on Monday, June 8, 2020. The College reserves the right to instead meet in person at Building 1, Room 124/126 on the DMACC Urban Campus, 1100 7<sup>th</sup> St., Des Moines, Iowa 50314.

The Project consists of a 10,000 square foot addition to the northeast corner of the existing campus building. The new addition will house a new 1,900 square foot exhibition space, welding lab, electrical classroom, administrative office suite and new main lobby. Under the alternate bid, the Project includes renovation of existing classroom into additional office spaces. The work includes all General, Mechanical, and Electrical Work.

Work on the Project shall commence as soon as possible after award of the Contract and is currently scheduled for an anticipated substantial completion date of June 2021.

Bids must be a lump sum basis for a single Combined Construction Contract as described in the specifications.

Bidding Documents may be examined after May 12, 2020, at the offices of DLR Group, inc., the Architect-Engineer, 1430 Locust Street, Suite 200, Des Moines, Iowa 50309 and on the Web at the Printers On-line Plan Room at [www.actionrepro.com](http://www.actionrepro.com); and at the following exchanges:

Builders Association of Missouri, 720 Oak Street, Kansas City, Missouri 64106 (Electronic Set)  
Builders Exchange of Rochester, 108 Elton Hills Lane NW, Rochester, MN 55901 (Electronic Set)  
CMD Group, 30 Technology Pkwy S., Suite 500, Norcross, GA 30092 (Electronic Set)  
Construct Connect, 28 N. Clark Street, Suite 450, Chicago, IL 60602 (Electronic Set)  
Dodge Data & Analytics, 4300 Beltway Place, Suite 180, Arlington, TX 76018 (Electronic Set)  
Lincoln Builder's Bureau, 5910 S. 58<sup>th</sup> St., Suite C, Lincoln, NE 68516 (Electronic Set)  
Master Builders of Iowa, 221 Park St., Des Moines, IA 50303 (Electronic Set)  
Minnesota Builders Exchange, 1123 Glenwood Ave., Minneapolis, MN 55405 (Electronic Set)  
North Iowa Builders Exchange, 15 W. State St, P. O. Box 1128, Mason City, IA 50401 (Electronic Set)  
Omaha Builders Exchange, 4159 South 94th Street, Omaha, NE 68127 (Electronic Set)  
Plains Builders Exchange, 220 N. Kiwanis Ave, Sioux Falls, SD 57101 (Hard Copy)  
Sioux City Construction League, 3900 Stadium Dr., Sioux City, IA 51106 (Electronic and Printed Set)  
Sioux Falls Builders Exchange, 1418 North C Avenue, Sioux Falls, SD 57104 (Electronic Set)

Bidders may obtain Bidding Documents at the office of the Printer, Action Reprographics, 5037 NE 14<sup>th</sup> Street, Des Moines, Iowa 50313, by calling 515-288-2146 or through their On-line Plan Room from 8:00 AM until 5:00 PM, Monday through Friday, in accord with the Instructions to Bidders, upon depositing the sum of two hundred and fifty dollars (\$250.00) for each set of the documents. Checks shall be made out to DLR Group. The entire deposit will be refunded within fourteen (14) days after the award of the Project upon the return of the Documents, in reusable condition, to Action Reprographics. If shipping is required, there will be a non-refundable fee required for each set shipped. The cost shall be determined by Action Reprographics based on the size of the project. Checks for shipping shall be made out to Action Reprographics.

Members of Associated Builders and Contractors of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the ABC of Iowa.

Members of Master Builders of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the Master Builders of Iowa, Inc.

Members of the Omaha Builders Exchange may obtain Bidding Documents by use of the OBE Non-Cash Security Method for Return of Plans and Specs endorsed by the Omaha Builders Exchange.

The Architect-Engineer will hold a Pre-Bid Conference at Des Moines Area Community College, Carroll Campus, 906 N Grant Road, Carroll, Iowa, at 10:00 A.M. on Thursday, May 21, 2020. All Bidders are recommended to attend.

Bids must be submitted on the approved bid form available in the Bidding Documents. No oral, facsimile, electronic or telephonic bids or modifications will be considered.

Each Bidder shall accompany its bid with bid security in a separate, sealed envelope as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish within ten (10) days after the award of Contract a corporate Surety Bond, in a form acceptable to the Board of Directors of the Des Moines Area Community College, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in an amount equal to five percent (5%) of the amount of the bid and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the Board of Directors of Des Moines Area Community College. The bid shall contain no condition except as provided in the specifications. Bid security shall be made payable to Des Moines Area Community College.

Should the successful bidder fail or neglect to furnish satisfactory performance/payment bonds, refuse to enter into a Contract on the basis of the bid, or fail to meet the requirements of this Notice and the specifications regulating the award, the bidder's security may be retained as liquidated damages. No bidder may withdraw its bid for a period of forty-five (45) calendar days after the date and hour set for opening of bids.

The Board of Directors may make the contract award to the lowest responsive, responsible bidder meeting specifications. The right is reserved to reject any or all bids, or any part thereof, and to waive informalities as allowed by law, and to enter into such contract or contracts as shall be deemed in the best interests of Des Moines Area Community College.

DES MOINES AREA COMMUNITY COLLEGE  
CARROLL CAMPUS ENTRANCE AND WELDING ADDITION  
CARROLL, IOWA

11-19101-20  
BID SET

Minority and Targeted Small Business participation is encouraged. Bidders shall make a good faith documented effort to encourage the participation of Certified Iowa Targeted Small Business in accordance with the Code of Iowa.

By virtue of statutory authority, a preference will be given to products and provisions grown and/or produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

All bids will be governed by applicable provisions in the Iowa Code and Des Moines Area Community College Board Policies.

Secretary  
Board of Directors  
Des Moines Area Community College  
Ankeny, Iowa

END OF DOCUMENT 011113

**Des Moines Area Community College**  
**Balance Sheet**  
**April 30, 2020**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>ASSETS</b>								
<b>Current Assets:</b>								
Cash in Banks and Investments	11,535,944	\$ 68,547,894	\$ 2,723,850	\$ 3,092,337	\$ (101,512)	\$ 36,093	\$ 33,566,427	\$ 119,401,033
Accounts Receivable	19,317,319	57,684,027	139,976	8,670	2,071	-	3,908,375	81,060,438
Student Loans	-	-	-	-	-	28,654	-	28,654
Deposits & Prepaid Expenses	40,255	-	24,359	-	-	-	-	64,614
Inventories	23,533	-	278,689	-	-	-	-	302,222
Total Current Assets	30,917,051	126,231,921	3,166,874	3,101,007	(99,441)	64,747	37,474,802	200,856,961
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	224,702,443	224,702,443
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	18,918,079	18,918,079
Accumulated Depreciation	-	-	-	-	-	-	(88,750,778)	(88,750,778)
Total Fixed Assets	-	-	-	-	-	-	154,869,744	154,869,744
<b>TOTAL ASSETS</b>	<b>\$ 30,917,051</b>	<b>\$ 126,231,921</b>	<b>\$ 3,166,874</b>	<b>\$ 3,101,007</b>	<b>\$ (99,441)</b>	<b>\$ 64,747</b>	<b>\$ 192,344,546</b>	<b>\$ 355,726,705</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$ 5,719,873	\$ 1,248,900	\$ 114,427	\$ 1,200	\$ -	\$ -	\$ 237,664	\$ 7,322,064
Long Term Liabilities	1,505,500	3,115,354	61,500	-	-	-	5,829,696	10,512,050
Certificates/Bonds Payable	-	59,265,000	-	-	-	-	59,465,000	118,730,000
Health & Dental Liabilities	-	7,929,933	-	-	-	-	-	7,929,933
Deferred Revenue	14,223,066	44,359,968	20,500	-	-	-	-	58,603,534
Deposits Held in Custody for Others	20,962	-	-	3,099,807	-	-	-	3,120,769
Total Liabilities	21,469,401	115,919,155	196,427	3,101,007	-	-	65,532,360	206,218,350
<b>Fund Balance:</b>								
Unrestricted	9,447,650	-	2,970,447	-	-	-	-	12,418,097
Restricted-Specific Purposes	-	10,312,766	-	-	(99,441)	64,747	(3,763,105)	6,514,967
Net Investment in Plant	-	-	-	-	-	-	130,575,291	130,575,291
Total Fund Balance	9,447,650	10,312,766	2,970,447	-	(99,441)	64,747	126,812,186	149,508,355
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$ 30,917,051</b>	<b>\$ 126,231,921</b>	<b>\$ 3,166,874</b>	<b>\$ 3,101,007</b>	<b>\$ (99,441)</b>	<b>\$ 64,747</b>	<b>\$ 192,344,546</b>	<b>\$ 355,726,705</b>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Ten Months Ended April 30, 2020**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 49,596,828	\$ 1,290,613	\$ 551,538	\$ 314,833	\$ -	\$ -	\$ 2,202	\$ 51,756,013
Local Support (Property Taxes)	8,773,414	10,738,795	-	-	-	-	8,788,042	28,300,252
State Support	29,468,338	6,308,169	-	45,000	-	-	875,000	36,696,507
Federal Support	241,054	6,275,907	-	889,844	15,328,691	-	-	22,735,496
Sales and Services	487,759	-	2,073,043	29,319	-	-	345,347	2,935,468
Training Revenue / ACE	-	9,841,962	-	-	-	-	-	9,841,962
Other Income	2,186,701	6,888,160	2,584,732	924,121	171	-	475,779	13,059,664
<b>Total Revenue</b>	<b>90,754,093</b>	<b>41,343,607</b>	<b>5,209,313</b>	<b>2,203,117</b>	<b>15,328,862</b>	<b>-</b>	<b>10,486,370</b>	<b>165,325,361</b>
<b>Transfers In - General</b>	<b>2,314,659</b>	<b>67,450</b>	<b>126,816</b>	<b>196,692</b>	<b>139,850</b>	<b>5,000</b>	<b>2,009,267</b>	<b>4,859,734</b>
<b>Total Revenue and Transfers In</b>	<b>\$ 93,068,752</b>	<b>\$ 41,411,057</b>	<b>\$ 5,336,129</b>	<b>\$ 2,399,810</b>	<b>\$ 15,468,712</b>	<b>\$ 5,000</b>	<b>\$ 12,495,636</b>	<b>\$ 170,185,096</b>
<b>Expenditures:</b>								
Instruction	\$ 51,238,687	\$ 15,130,467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,369,154
Academic Support	11,761,556	-	-	-	-	-	-	11,761,556
Student Services	10,344,420	712,197	-	-	-	-	-	11,056,617
Institutional Support	13,113,353	6,707,072	-	-	-	-	-	19,820,425
Operation and Maintenance of Plant	7,429,867	8,784,245	-	-	-	-	-	16,214,112
Auxiliary Enterprise Expenditures	-	-	5,729,272	-	-	-	-	5,729,272
Scholarship Expense	-	-	-	-	15,839,557	-	-	15,839,557
Loan Fund Expense	-	-	-	-	-	(654)	-	(654)
Plant Fund Expense	-	-	-	-	-	-	21,144,922	21,144,922
Agency Fund Expense	-	-	-	1,383,028	-	-	-	1,383,028
<b>Total Expenditures</b>	<b>93,887,882</b>	<b>31,333,982</b>	<b>5,729,272</b>	<b>1,383,028</b>	<b>15,839,557</b>	<b>(654)</b>	<b>21,144,922</b>	<b>169,317,988</b>
<b>Transfers Out - General</b>	<b>1,622,603</b>	<b>2,579,339</b>	<b>369,104</b>	<b>224,539</b>	<b>64,149</b>	<b>-</b>	<b>-</b>	<b>4,859,734</b>
<b>Total Expenditures and Transfers Out</b>	<b>95,510,485</b>	<b>33,913,321</b>	<b>6,098,376</b>	<b>1,607,567</b>	<b>15,903,706</b>	<b>(654)</b>	<b>21,144,922</b>	<b>174,177,723</b>
<b>Net Increase (Decrease) for the Period</b>	<b>(2,441,732)</b>	<b>7,497,736</b>	<b>(762,247)</b>	<b>792,243</b>	<b>(434,994)</b>	<b>5,654</b>	<b>(8,649,286)</b>	<b>(3,992,627)</b>
<b>Fund Balance at Beginning of Year</b>	<b>11,889,382</b>	<b>2,815,030</b>	<b>3,732,694</b>	<b>1,685,788</b>	<b>335,553</b>	<b>59,093</b>	<b>135,461,472</b>	<b>155,979,012</b>
<b>Fund Balance at End of Period</b>	<b>\$ 9,447,650</b>	<b>\$ 10,312,766</b>	<b>\$ 2,970,447</b>	<b>\$ 2,478,031</b>	<b>\$ (99,441)</b>	<b>\$ 64,747</b>	<b>\$ 126,812,186</b>	<b>\$ 151,986,385</b>

**DES MOINES AREA COMMUNITY COLLEGE  
INVESTMENT RECAP  
April 30, 2020**

**DEPOSITORY ACCOUNTS**

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 14,983,950	0.52%	Money Market
United Bank of Iowa	\$ 3,078,674	1.29%	Money Market
Various Checking Accounts	\$ 323,925	0.50%	Checking Accounts
Sub Total	\$ 18,386,549		

**DMACC INVESTMENTS**

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank Iowa		\$ 9,950,092	0.80%	Investment Account
Bank of the West		\$ 563,731	1.14%	Checking Accounts
Lincoln Savings Bank	December 15, 2019	\$ 1,000,000	1.93%	December 15, 2020
Lincoln Savings Bank	December 12, 2019	\$ 1,000,000	1.93%	December 12, 2020
MetaBank	May 30, 2019	\$ 1,000,000	2.30%	May 30, 2020
West Bank		\$ 59,371	0.25%	Investment Account
Wells Fargo		\$ 4,654,991	0.57%	Investment Account
Sub Total		\$ 18,228,185		

					<b>Calculated</b>
					<b>Term</b>
					<b>Months</b>
<b>ISJIT INVESTMENTS</b>					
Great Western Bank	January 10, 2019	\$ 1,000,000	2.80%	July 13, 2020	18.3
Lincoln Savings Bank	January 14, 2020	\$ 1,000,000	1.86%	January 13, 2021	12.2
Lincoln Savings Bank	January 14, 2020	\$ 1,000,000	1.91%	July 12, 2021	18.2
First American Bank	August 15, 2019	\$ 3,000,000	2.65%	August 14, 2020	12.2
Green State (Collateralized)		\$ 15,735,159	1.30%	Money Market	
Bankers Trust - Des Moines Money Market		\$ 212,512	0.52%	Money Market	
Community State Bank		\$ 30,042,211	0.62%	Money Market	
ISJIT Diversified Fund		\$ 30,796,417	0.35%	Money Market	
Total ISJIT Investments		\$ 82,786,299			
Grand Total of Investments		\$ 119,401,033			
Grand Total Weighted Average of Investments			0.79%		

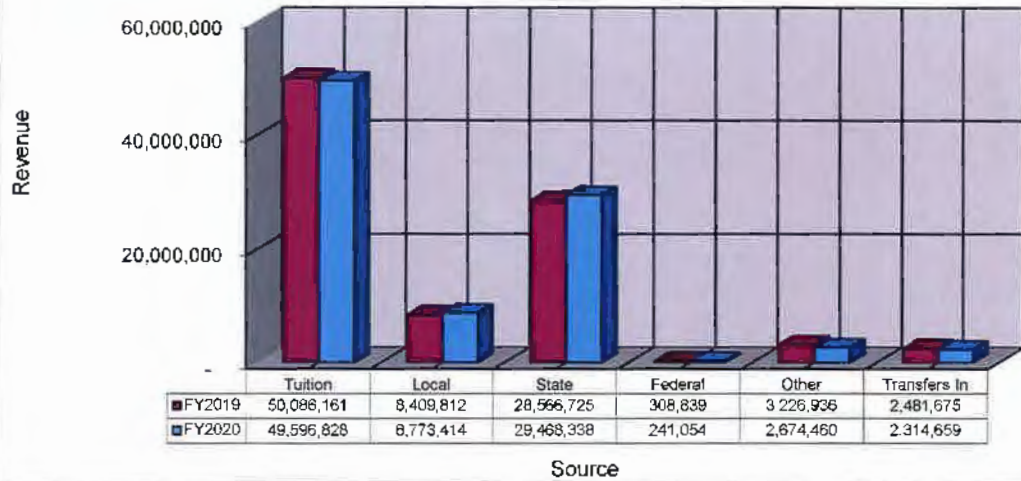
**Des Moines Area Community College**  
**Fiscal Year Ending June 30, 2020 Budget Report**  
**Summary by Fund (All Funds)**  
**For the Ten Months Ended April 30, 2020**

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
<b>Revenue</b>						
Unrestricted Current	1	\$ 113,741,171	\$ 115,616,441	\$ 93,068,752		\$ 22,547,689
Restricted Current	2	54,281,644	57,459,954	41,411,057		16,048,897
Auxiliary	3	7,359,861	7,738,443	5,336,129		2,402,314
Agency	4	1,353,917	1,416,691	2,399,810		(983,119)
Scholarship	5	19,246,100	19,246,100	15,468,712		3,777,388
Loan	6	5,000	5,000	5,000		-
Plant	7	59,748,880	59,750,021	12,495,636		47,254,385
<b>Total Revenue</b>		<b>\$ 255,736,573</b>	<b>\$ 261,232,650</b>	<b>\$ 170,185,096</b>		<b>\$ 91,047,554</b>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 113,723,614	\$ 115,567,614	\$ 95,510,485	\$ 10,379,385	\$ 9,677,744
Restricted Current	2	52,640,863	56,990,168	33,913,321	2,533,414	20,543,433
Auxiliary	3	6,666,399	7,269,056	6,098,376	588,055	582,625
Agency	4	1,320,542	1,398,816	1,607,567	28,949	(237,700)
Scholarship	5	19,341,100	19,329,100	15,903,706		3,425,394
Loan	6	5,000	5,000	(654)		5,654
Plant	7	58,292,306	61,048,089	21,144,922	11,162,197	28,740,970
<b>Total Expenditures</b>		<b>\$ 251,989,824</b>	<b>\$ 261,607,843</b>	<b>\$ 174,177,723</b>	<b>\$ 24,692,000</b>	<b>\$ 62,738,120</b>



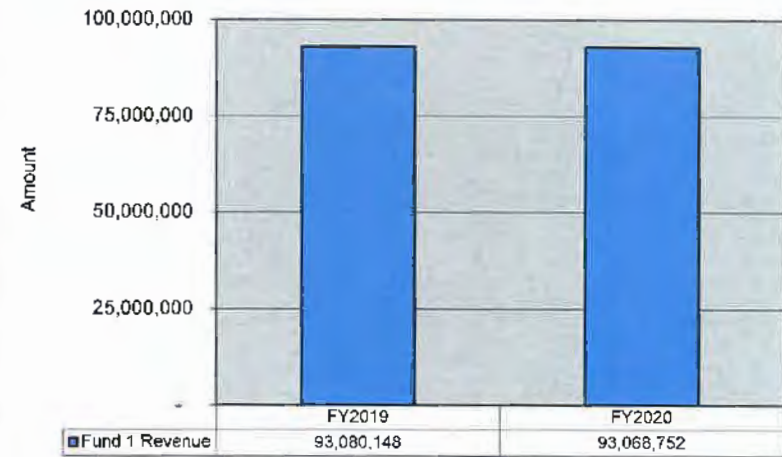
**Des Moines Area Community College  
Revenue/Expense Comparison With Prior Year  
For the Ten Months Ended April 30, 2020**

**Fund 1 Revenue  
April 30, 2020**

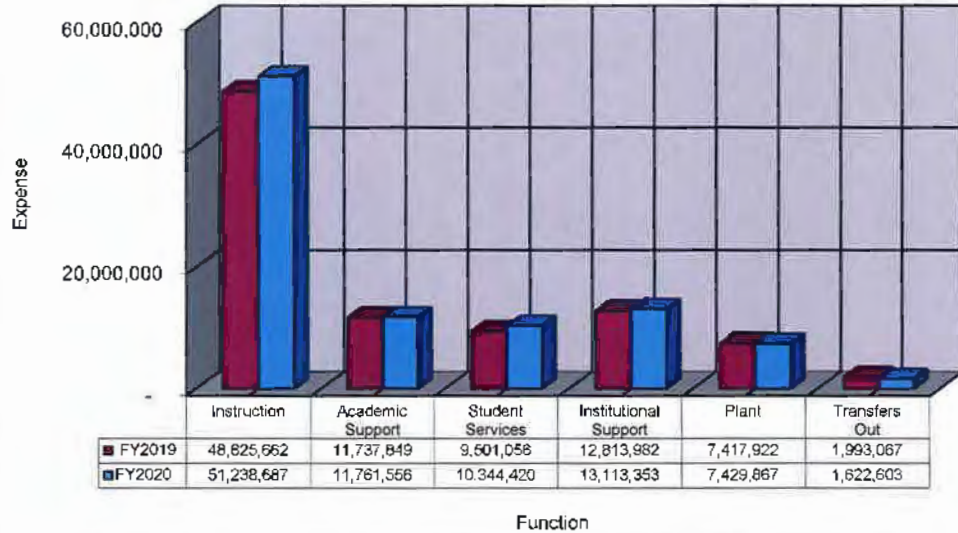


<b>Tuition Increase</b>	<b>-0.98%</b>
<b>Overall Increase</b>	<b>-0.01%</b>

**Fund 1 Revenue  
April 30, 2020**

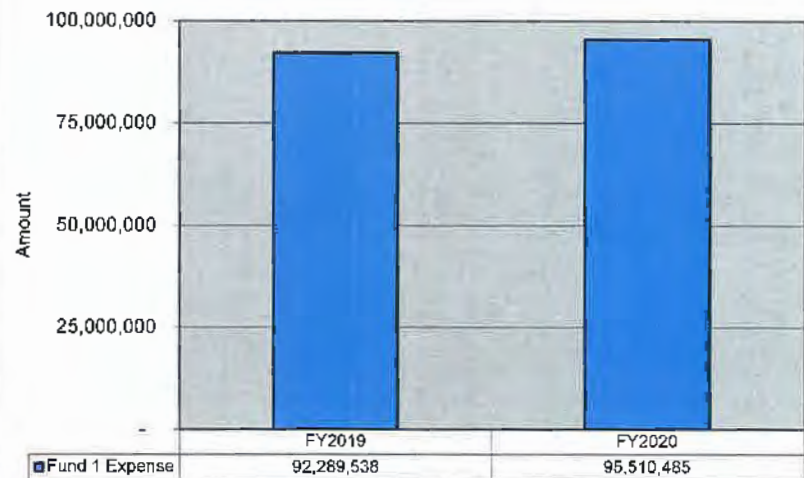


**Fund 1 Expense Comparison by Function  
April 30, 2020**



<b>Overall Increase</b>	<b>3.49%</b>
-------------------------	--------------

**Fund 1 Expense  
April 30, 2020**



May 11, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of May, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present, by video or telephone conference call, the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a redevelopment agreement between the College and Legacy Plaza LLC. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a Redevelopment Agreement Between Legacy Plaza LLC and Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## **RESOLUTION**

**A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A REDEVELOPMENT AGREEMENT BETWEEN LEGACY PLAZA LLC AND DES MOINES AREA COMMUNITY COLLEGE.**

WHEREAS, Des Moines Area Community College (hereinafter referred to as "DMACC"), is an area community college and a body politic organized and existing under the laws of the State of Iowa; and

WHEREAS, DMACC currently owns real estate in the City of Newton, Iowa known as Legacy Plaza, which includes certain property upon which DMACC's existing Building #1, Building #2, Building #16 and Building #50 are situated (the "Development Property"); and

WHEREAS, Legacy Plaza, LLC ("Legacy Plaza") desires to redevelop the Development Property into a mixed-use property (the "Project"), and upon completion of the Project or phases of the Project, to purchase the Development Property from DMACC; and

WHEREAS, DMACC believes that the development of the Development Property will generate public gains and benefits from the multifamily, hotel and commercial opportunities resulting from the Project; and

WHEREAS, an Agreement for Private Redevelopment (the "Redevelopment Agreement"), in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by DMACC and Legacy Plaza.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Redevelopment Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of DMACC is hereby authorized to execute said Redevelopment Agreement, which constitutes and is hereby made a part of this Resolution, in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

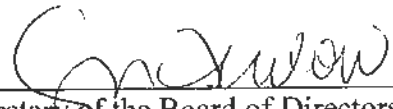
Section 2. That officials of DMACC are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of May, 2020.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 11, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of May, 2020.

  
\_\_\_\_\_  
Secretary of the Board of Directors

## **AGREEMENT FOR PRIVATE REDEVELOPMENT**

**THIS AGREEMENT FOR PRIVATE REDEVELOPMENT** (hereinafter called "Agreement") is made on or as of the \_\_\_\_ day of May, 2020, by and between Des Moines Area Community College, an Iowa area community college and body politic ("DMACC") and Legacy Plaza LLC, an Iowa limited liability company ("Legacy Plaza"). DMACC and Legacy Plaza are together referred to herein as the "Parties," and each individually as a "Party."

### **WITNESSETH:**

**WHEREAS**, DMACC currently owns real estate in the City of Newton, Iowa known as Legacy Plaza, which includes certain property upon which DMACC's existing Building #1, Building #2, Building #16 and Building #50 are situated, all as generally outlined on Exhibit A attached hereto (the "Development Property"); and

**WHEREAS**, Legacy Plaza desires to redevelop the Development Property into a mixed-use property (the "Project," as such term is more particularly described herein), and upon completion of the Project or phases of the Project, to purchase the Development Property from DMACC, all in accordance with the provisions of this Agreement and the Purchase Agreement (defined herein); and

**WHEREAS**, DMACC believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, will generate public gains and benefits from the multifamily, hotel and commercial opportunities resulting from the Project.

**NOW, THEREFORE**, in consideration of the premises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

### **ARTICLE I. REPRESENTATIONS AND WARRANTIES OF PARTIES**

**Section 1.1 Representations and Warranties of Legacy Plaza.** Legacy Plaza makes the following representations and warranties:

(a) Legacy Plaza is a limited liability company duly organized and validly existing under the laws of the State of Oregon and is qualified to do business in the State of Iowa, and has all the requisite power and authority to own and operate its properties, to carry on its business as now conducted, and as presently proposed to be conducted, and has the corporate authority to enter into this Agreement and to perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Legacy Plaza have been duly authorized by all necessary corporate action, and the Agreement has been duly executed and delivered by an authorized representative of Legacy Plaza. The execution, delivery and performance of this Agreement do not violate any provisions of Legacy Plaza's articles of organization or bylaws.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Legacy Plaza is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

(d) There are no actions, suits or proceedings pending, or to Legacy Plaza's knowledge, threatened against or affecting Legacy Plaza in any court, or before any arbitrator, or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or operations of Legacy Plaza, or which in any manner raises any questions affecting the validity of this Agreement or of Legacy Plaza's ability to perform its obligations under this Agreement.

(e) Legacy Plaza will cause the Project to be financed and constructed in accordance with the terms of this Agreement and all local, state and federal laws and regulations.

(f) Legacy Plaza will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained in order to own and operate the Project.

(g) Legacy Plaza will proceed with due diligence to obtain financing commitments necessary to finance the construction of the Project as contemplated in this Agreement.

(h) Legacy Plaza will enter into (if necessary) management agreements, asset management agreements, operating agreements and any other agreement necessary to operate the Project on a day-to-day basis.

(i) Legacy Plaza will hire or contract out the professional services necessary to operate the Project, including but not limited to bookkeeping and auditing services, cleaning and maintenance services, day-to-day administration and professional oversight services.

**Section 1.2 Representations and Warranties of DMACC.** DMACC makes the following representations and warranties:

(a) DMACC has the legal authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by DMACC have been duly authorized by all necessary action, and the Agreement has been duly executed and delivered by an authorized representative of DMACC.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which DMACC is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.



## **ARTICLE II. THE PROJECT**

**Section 2.1 Description of Project.** The “Project,” for purposes of this Agreement, consists of the following elements:

(a) Legacy Plaza will redevelop Building #1 into a primarily hotel/hospitality-driven facility, with the potential for food and beverage commercial units on the ground level.

(b) Legacy Plaza will redevelop Building #2 into an event facility, with food and beverage commercial units on the ground level.

(c) Legacy Plaza will redevelop Building #16 into a multifamily housing facility with some capacity dedicated to the Building #1 hospitality facility via the connecting walkway on the third level.

(d) Legacy Plaza will create a breezeway on the east end of Building #16 providing public access between the courtyard and greenspace pursuant to plans and specifications for such breezeway developed by Legacy Plaza and subject to DMACC’s approval, which shall not be unreasonably withheld.

(e) Legacy Plaza will redevelop Building #50 to contain mechanical components serving the other buildings in the Project, or as otherwise mutually agreed upon by the Parties.

### **Section 2.2 Performance of Project Work.**

(a) The work by Legacy Plaza described in Section 2.1 will be completed at such times and in such manner as is reasonably mutually acceptable to DMACC and Legacy Plaza, with 1) financing for the Project in place, and 2) a development plan and construction timeline, which may be in one or more phases, with construction to commence no later than July 1, 2021 barring any unforeseen circumstances beyond the Parties’ control, to be provided to DMACC for approval, no later than 210 days from the date of this Agreement. All plans and specifications for such work will be subject to DMACC’s prior approval, which shall not be unreasonably withheld.

(b) Legacy Plaza will perform its responsibilities under Section 2.1 as expeditiously as possible, in a workmanlike manner and in compliance with applicable laws and regulations, including, without limitation, environmental laws and regulations.

(c) Legacy Plaza will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations, including zoning, that must be obtained or met before the work described in Section 2.1 is performed and the operations described in Section 2.1 are conducted on the Development Property.

(d) Legacy Plaza will cooperate fully with the City of Newton, Iowa in resolution of any traffic, parking, trash removal or public safety problems that may arise in connection with the construction and operation of the Project.

(e) Any personal property removed from the Development Property as a result of the redevelopment described above shall be the property of DMACC, and may be disposed of in DMACC's discretion, subject only to the requirement that such disposal shall be in compliance with applicable laws.

(f) The contracts to be entered into by Legacy Plaza for the work and other arrangements relating to the work will be subject to the approval of DMACC, including without limitation appropriate environmental procedures to be followed by the contractors and appropriate protections for DMACC against environmental liabilities. Such approvals shall not be unreasonably withheld or delayed.

**Section 2.3 Insurance.** Legacy Plaza agrees that it will, or will cause its contractors and representatives to, maintain insurance in such amounts and such types as DMACC may reasonably require in connection with the work Legacy Plaza will perform pursuant to Section 2.1. DMACC will be named as an additional insured on such policies.

**Section 2.4 Access to Properties.** DMACC will grant to Legacy Plaza reasonable access to its property in order to facilitate the construction and operation of the Project and any necessary environmental remediation or monitoring.

**Section 2.5 General Cooperation.** DMACC and Legacy Plaza each acknowledge and agree that the details of the Project will not be finalized until after the execution of this Agreement. The Parties will cooperate with each other and act in good faith to finalize the details of the Project and to carry out the Project as so agreed, consistent with the general intentions of the Parties expressed in this Agreement, which cooperation shall include monthly meetings to gauge progress. This cooperation may also include, without limitation, entering into amendments or supplements to this Agreement as well as other agreements and documents, including agreements with third parties.

**Section 2.6 Transfers of Property.**

(a) The Parties agree that upon execution of this Agreement and until the effective date of the Purchase Agreement (defined herein) or termination of this Agreement, DMACC shall not sell or otherwise transfer the Development Property to any other party without the prior written consent of Legacy Plaza.

(b) Pursuant to a separate agreement (the "Purchase Agreement"), Legacy Plaza will agree to purchase from DMACC the Development Property, subject to the terms and conditions of the Purchase Agreement, which terms shall include a purchase price equal to an investment or cost basis valuation of the Development Property plus a 5.50% rate of return commencing as of the date of this Agreement. The investment or cost basis valuation shall be a calculation of the cost of capital expenditures made by DMACC plus operating costs per square foot for the Development Property. The investment or cost basis valuation shall be determined as the value on the last day of the month preceding the effective date of the Purchase Agreement, plus an agreed upon daily value assumption to the effective date of the Purchase Agreement. The Development Property includes, without limitation, Building #1, Building #2, Building #16 and Building #50.

(c) The Parties recognize that the description of the Development Property set forth in this Agreement is an estimate based on currently available information. The Parties expect that changes in the legal descriptions of one or more of the parcels may be required once more complete survey work and other work is completed. The Parties also recognize that various arrangements will need to be made in order to accomplish the successful transition of the Development Property from a portion of a larger parcel owned and occupied by DMACC into a separate parcel or parcels to be owned and occupied by Legacy Plaza, including without limitation rights to use of or access to other parcels, parking, and separation or sharing of utilities or other services. Each Party agrees to cooperate to finalize the boundaries of the respective parcels, to make such other arrangements and to execute and record such instruments as the other Party may reasonably request in order to implement what is finally agreed by the Parties.

### **Section 2.7 Responsibilities with Respect to the Project.**

(a) During the period from the date of this Agreement to the commencement date of the Project, any existing costs such as utilities and maintenance, and any updates to the Development Property in process as of the date of this Agreement shall continue to be DMACC's responsibility and will be included in the calculation of the investment or cost basis valuation. Upon commencement of the Project, costs and expenses shall be prorated between DMACC and Legacy Plaza based upon the portions of the Development Property under the control of the respective Party. Any existing revenue streams resulting from the operation of the Development Property as of the date of this Agreement shall remain to the benefit of DMACC. Any new tenant or rental usage at the Development property shall be subject to the mutual approval of both Parties.

(b) Legacy Plaza is solely responsible for all planning, financing, development oversight, lease-up and management of the Project. Legacy Plaza has sole decision-making authority as to how the Project will be financed, and the financial implications of development. The foregoing notwithstanding, decisions as to the design and overall aesthetic of the Project, and as to the use of the Development Property, and any changes thereto, are subject to review and approval of DMACC, such approval not to be unreasonably withheld or delayed.

## **ARTICLE III. OTHER COVENANTS**

**Section 3.1 Initial Financing Funds Deposit.** As of execution of this Agreement, Legacy Plaza shall have previously deposited \$100,000 (the "Initial Financing Funds") in a corporate account at FNNB Bank in Newton, Iowa. Such Initial Financing Funds shall be the first funds applied by Legacy Plaza toward the construction of the Project.

**Section 3.2 Consent to Mortgage or Security Interest.** DMACC acknowledges and agrees that Legacy Plaza may need to grant a mortgage or security interest in the Development Property to a lender to secure Legacy Plaza's obligations to the lender from time to time. DMACC will cooperate in all reasonable respects with regard to such mortgage and any other security granted to a lender by Legacy Plaza, including, if necessary, entering into a ground lease of the Development Property with Legacy Plaza. DMACC shall not assume any legal or financial liability beyond the value of the buildings included in the Development Property.

**Section 3.3 Assignment.** Legacy Plaza may assign its interests in and obligations under this Agreement to a third party who would take over the redevelopment of the Project, subject to DMACC's prior written consent and approval, with guarantees satisfactory to DMACC that the third party has the ability and commitment to complete the Project.

#### **ARTICLE IV. EVENTS OF DEFAULT AND REMEDIES**

**Section 4.1 Events of Default Defined.** The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by a Party to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, which failure is not cured following at least 30 days' written notice to such Party.

**Section 4.2 Remedies on Default.** Whenever any Event of Default referred to in Section 4.1 of this Agreement occurs and is continuing, a non-defaulting Party may:

(a) suspend performance under this Agreement until it receives assurances from the defaulting Party, deemed adequate by the non-defaulting Party, that the defaulting Party will cure its default and continue its performance under this Agreement;

(b) terminate this Agreement;

(c) take any other action, including legal, equitable or administrative action, which may appear necessary or desirable;

(d) in the case of a default by Legacy Plaza in the performance of its obligations under Article II, DMACC may (but need not) step into the position of Legacy Plaza, cure any default by Legacy Plaza, and obtain and assume all of the rights and obligations of Legacy Plaza under this Agreement with respect to the work in question, including the right to moneys held by Legacy Plaza or to be received by Legacy Plaza for completion of the Project; and

(e) in the case of a default by Legacy Plaza following commencement of construction but before completion of the Project, or in the event of a foreclosure of any mortgage or security instrument secured by an interest in the Development Property, any moneys held by Legacy Plaza or otherwise held and designated for completion of the Project shall be applied as follows:

- 1) first to the repayment of any indebtedness incurred for the Project;
- 2) second to DMACC for reimbursement of any costs and expenses incurred in connection with the Project and for costs and expenses necessary to complete the Project; and
- 3) upon completion of the Project, any remaining funds to Legacy Plaza.

**Section 4.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other available remedy or remedies, but each and every

such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 4.4 No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**Section 4.5 Agreement to Pay Attorneys' Fees and Expenses.** Whenever any Event of Default occurs and a Party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of another, such reasonable attorney fees and expenses shall be awarded to the prevailing Party.

## **ARTICLE V. MISCELLANEOUS**

**Section 5.1 Termination of Agreement.** This Agreement shall be binding upon its execution by the Parties. However, in the event that during the planning and pre-construction phase the Parties mutually agree to terminate this Agreement, Legacy Plaza shall be entitled to the return of the Initial Financing Funds, and the Parties shall have no further obligations under the Agreement. In the event of such termination, Legacy Plaza shall turn over all planning materials and documentation to DMACC. Failure to do so shall result in forfeiture of the Initial Financing Funds to DMACC.

**Section 5.2 Notices and Demands.** A notice, demand or other communication under this Agreement by either Party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and addressed to or personally delivered to:

- (a) In the case of DMACC:

Des Moines Area Community College  
2006 South Ankeny Blvd.  
Ankeny, Iowa 50023  
Attention: Robert J. Denson, President  
Fax: (515) 965-7022

- (b) In the case of Legacy Plaza:

Legacy Plaza LLC  
121 SW Salmon Street, Suite 1123  
Portland, OR 97204  
Attention: Pine Ridge Associates, Kyle Tushaus

or at such other address with respect to either Party as that Party may from time to time designate in writing and forward to the other as provided in this Section.

**Section 5.3 DMACC not a Guarantor, Surety or Partner.** DMACC is not a guarantor or surety for the Project or for any indebtedness incurred by Legacy Plaza. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the Parties hereto, or as constituting a contractor, agent or representative of DMACC for any purpose or in any manner whatsoever.

**Section 5.4 Titles of Articles and Sections.** Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**Section 5.5 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Section 5.6 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Iowa without regard to conflict of laws principles.

**Section 5.7 Submission to Jurisdiction of Iowa.** The Parties agree to submit to and be bound by the jurisdiction of the courts of the State of Iowa with regard to all matters arising under or relating to this Agreement.

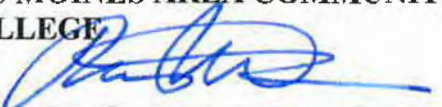
**Section 5.8 Entire Agreement.** This Agreement and the exhibits hereto reflect the entire agreement between the Parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all Parties hereto.

**Section 5.9 Successors and Assigns.** No Party may assign this Agreement or any interest herein except as otherwise provided in this Agreement.

[Signature pages follow]

**IN WITNESS WHEREOF**, each Party hereto has caused this Agreement to be duly executed in its name and behalf by its authorized officer or other representative, on or as of the day first above written.

**DES MOINES AREA COMMUNITY  
COLLEGE**

By: \_\_\_\_\_  
Robert J. Denson, President

**LEGACY PLAZA LLC**

By: \_\_\_\_\_  
(name title)

By: \_\_\_\_\_  
(name title)



